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The South Eastern Circuit.

NEARLY FIFTY years have passed since propositions were brought forward for the abolition of the Home (now the South Eastern) Circuit. Railways had brought the assize towns so near to London that the civil business had gradually declined. The laws relating to venue were, however, so indulgent that a number of belated London causes were allowed to be entered in the Surrey cause lists, and the existence of this foreign business was used as an argument for the maintenance of the circuit. The London (Surrey) cause list has long been a thing of the past, and the business of the circuit has continued to decline. We now hear that it is proposed to reduce the number of towns at which civil business is to be taken and to allow causes to be entered at Lewes and Cambridge only. This consolidation of business may possibly induce London suitors to enter their causes for trial on the circuit in the hope that they may be heard sooner than if they had remained in the Metropolis.

The Proposed Amendments as to Land Value Duties.

THE AMENDMENTS of the Finance Act, 1910, which are proposed by the Government, include two important changes with regard to the land value duties. Section 4 of the Act directs that the increment value duty accruing on the transfer on sale or grant of a lease of land shall be paid by the transferor or lessor, but there is no provision forbidding him to shift the burden on to the transferee or lessee. In this respect the section differs from sections 19 and 20 (4), with respect to undeveloped land duty and mineral rights duty, both of which provide that the duty shall be paid by the owner notwithstanding any contract to the contrary. It is now proposed to make similar provision with regard to increment value duty, and the Revenue Bill contains a clause declaring that any contract made after the passing of the Bill between a transferor and transferee or a

lessor and lessee for the payment by the transferee or lessee of increment value duty, or any expenses incurred in connection with the payment or assessment of the duty, shall be void. The duty is intended, of course, to be a charge on the vendor or lessor, and probably no inconvenience will be caused by including it in the duties the incidence of which cannot be shifted. In all ordinary cases a shifting of the duty means the lowering of the price paid, so that the matter is not of great importance.

Reversion Duty.

THE OTHER change in the land value duties proposed by the Revenue Bill relates to reversion duty. It was discovered, as soon as the Finance Act, 1910, came into operation, that the incidence of reversion duty in a class of cases of frequent occurrence was a question of serious doubt. These are cases popularly known as sales of ground-rents, but which are technically sales of reversions on long leases. If the purchaser is the termor, and if, on taking the conveyance, he does not provide for the term being kept on foot, the lease is determined by merger, and thereupon reversion duty becomes payable. It has been a debated question whether it is payable by the lessor or the lessee. The view has been suggested in these columns that, on the construction of the Act, it falls on the lessor (*ante*, pp. 105, 118), but the opposite view is supported by weighty considerations (*ante*, pp. 123, 138, 153). It has been announced that the Chancellor of the Exchequer intended to deal with the matter by fresh legislation, and the Revenue Bill contains a clause which fixes the duty in the case in question on the lessor. This it does by providing that the person in whom the lessor's interest was vested immediately before the transaction or event which causes the determination of the term is the person to whom any benefit accrues from the determination of the lease for the purposes of reversion duty. The clause will settle the uncertainty as to the incidence of duty, but the question of the amount of duty payable is a different matter. Another clause deals with this, and provides that the duty immediately payable shall not be the full duty, but such an amount as would, with compound interest at £4 per cent. for the residue of the term, produce the full duty. Where the ground-rent is sold soon after its creation, there is, we apprehend, no increase in price by reason of the term having partly run out, and no duty should be payable, but apparently the clause will not have this result, and it may leave the lessor to pay some tax, though of very much diminished amount, in respect of a purely imaginary increase of price. After the error on this point made in the Finance Act, 1910, the proposed amendment should receive very careful consideration. The lessor is still to be allowed, however, to shift the duty to the lessee. A clause of the Bill extends the exemption from double *ad valorem* duty to premiums on leases not exceeding £500.

Taxation as Against Fund.

IT IS provided by R. S. C. ord. 65, r. 27 (39), that any party who is dissatisfied with the allowance or disallowance by the taxing officer, in any bill of costs taxed by him, of the whole or any part of the items, may carry in objections and may apply to the taxing officer for a review of the taxation. In *Re Clarke's Settlement* (*ante*, p. 293), JOYCE, J., treated this rule as applying to taxation of costs payable out of a fund, and he held that a solicitor who had a lien on the fund did not lose his right to carry in objections because his client had changed his solicitor in the course of the proceedings. An application was made by originating summons by a married woman to be relieved from a restraint on anticipation in order to raise money out of the trust funds of her marriage settlement for payment of debts. An order was made directing the raising of £12,000 to make the payments specified in a schedule to the order, the first item for payment being the applicant's and respondent's taxed costs. After the fund had been raised the applicant changed her solicitors, and on taxation of her former solicitors' bill under the order she was represented by her new solicitors. The old solicitors proposed to bring in objections to the taxation, but the taxing master refused to allow this, on the ground that, under the order, it was the applicants' costs which were to be taxed, and they no longer represented her. But at the time when the order was made they were the solicitors employed, and it was their costs which were directed by the order to be paid out of the £12,000. Hence, JOYCE, J., held that they were entitled to be treated as parties to the taxation, and were therefore entitled to bring in objections and to apply for a review of taxation. His decision was founded on the consideration that the solicitors had in effect obtained a lien on the fund. It had, the learned judge observed, nothing to do with any case where the costs had been ordered to be paid by one party to another or by the client to the solicitor.

Settlements in Fraud of Creditors.

A TRUSTEE in bankruptcy who wishes to set aside a settlement may be able to do so under section 47 of the Bankruptcy Act, 1883, but if this is not available, he must have recourse to 13 Eliz. c. 5, under which it is necessary to prove that the settlement was intended to "delay, hinder, or defraud creditors." It has on various occasions been pointed out that evidence of actual intention can rarely be obtained, and for the statute to be operative it is necessary to infer the settlor's intention from the circumstances of the case. In *Freeman* v. *Pope* (8 Ch., p. 541) Lord HATHERLEY, C., laid down the rule that, if a person owing debts makes a settlement which subtracts from the property which is the proper fund for the payment of those debts an amount without which the debts cannot be paid, then, since it is the necessary result of the settlement that some of the creditors will remain unpaid, an intent to defeat or delay creditors must be inferred, and in that case the settlement was set aside on this ground. On the other hand, in *Ex parte Mercer* (17 Q. B. D. 290) Lord ESHER, M.R., "entirely abjured" the doctrine that, if the natural or necessary effect of what the debtor did was to defeat or delay his creditors, the court must find that he actually had that intent. These statements appear to be contradictory, but they may perhaps be reconciled if it is remembered that the intent of the settlor must be gathered from the state of his assets and liabilities at the time of the settlement. In *Freeman* v. *Pope* there was a deficiency at that date. In *Ex parte Mercer*, where the settlement was allowed to stand, there was no actual deficiency, but there was a pending action in which judgment was afterwards obtained, and the circumstances were special. In *Re Holland* (1902, 2 Ch. 360), where it was laid down that the whole of the circumstances at the time of execution of the settlement must be considered, there was at that time no indebtedness and the settlement was not set aside. The question has recently been considered by WARRINGTON, J., in *Carruthers* v. *Peake* (*ante*, p. 291), where there was a deficiency at the date of the settlement, and the settlor became bankrupt within six months. The learned judge followed *Freeman* v. *Pope*, and ordered the settlement to be set aside.

Expulsion from Trade Union.

THE DECISION of the Court of Appeal in *Osborne* v. *Amalgamated Society of Railway Servants* (*Times*, 27th ult.) is a further step towards the elucidation of section 4 of the Trade Union Act, 1871. Section 3 prevents any agreement relating to a trade union from being void merely on the ground that the purposes of the trade union are in restraint of trade. Stopping there, all the agreements between a trade union and its members would be capable of enforcement as though they were ordinary agreements. But section 4 goes on to deprive the parties to certain of these agreements of the right to "directly enforce" them, and among the excepted agreements are agreements for the application of the funds of a trade union to provide benefits for its members. The point at issue is whether an action to obtain a declaration that the expulsion of a member is *ultra vires* and an injunction to restrain the officers of the society from acting upon it, involves the direct enforcement of an agreement to provide benefits for members. Possibly *Rigby* v. *Connol* (14 Ch. D. 482) is an authority that it does, and this was followed by the Court of Appeal in *Chamberlain's Wharf* v. *Smith* (1900, 2 Ch. 605) on another branch of the section. But in fact the claim in *Rigby* v. *Connol* went beyond mere restoration to membership, and the plaintiff asked for a declaration that he was entitled to participate in the

benefits of the union. This further claim, it has been pointed out in the present case, was sufficient to justify the decision. Such a declaration, if made, would have been a direct enforcement of the plaintiff's right to share in the benefits; a declaration merely having the effect of restoring him to membership would have stopped short of this. Indeed, as MOULTON, L.J., observed, the result of restoring him to membership is to place him in a position in which the law refuses to enforce his beneficial rights. "It seems to me to be a logical contradiction to say that to put a man in a position where he cannot enforce a particular agreement is to enforce it." The effect of section 4 was considered in *Yorkshire Miners' Association* v. *Howden* (1905, A. C. 246), as regards actions brought against the trustees of a union to prevent misappropriation of funds, and it was held by four to two in the House of Lords that such an action was maintainable. The present case establishes the right of a member to submit to the court the question of the legality of his expulsion. In addition, the court held that the objects of the defendant union were not illegal, so that the case was not within the Trade Union Act, 1871, at all, and the plaintiff had the same remedy as if he had been expelled from a club.

The Savarkar Case.

THE AWARD of the Hague Court of Arbitration, which has been inquiring into the Savarkar case and whose judgment was issued on the 24th ult., not only terminates an important diplomatic incident, but also settles a hitherto doubtful question of international law. Our readers will remember that SAVARKAR, an Indian student arrested in England, was committed to India for trial under the Fugitive Offenders Act, 1870; that at Marseilles he leaped out of a port-hole and swam from his prison-ship to the French shore; that he was there arrested by a French gendarme who did not know the nature of the offences alleged against him, and who at once handed him back to his pursuers. He has since then been tried at Calcutta, convicted, and sentenced to transportation for life; but by agreement between the French and British Governments the execution of the sentence was postponed until the Hague Court should decide whether or not the retaking of SAVARKAR by his gaolers under the circumstances narrated was or was not a violation of French territorial rights. The cases for each Government were placed before the tribunal in writing; that on behalf of the English Government being drafted by Mr. CRAIES, the learned editor of Archbold's Criminal Pleadings, and approved by the Law Officers of the Crown. It was common ground between the parties that the English Government would have been guilty of violating French territory if they had forcibly seized SAVARKAR or had obtained him by fraud. It was also common ground that, on the other hand, if they had obtained an extradition order from a French tribunal—even though made illegally under a mistake of fact—they would have been justified in removing SAVARKAR. The question in dispute was simply the very narrow one whether the surrender of SAVARKAR to his pursuers by a subordinate police official, with no authority to grant extradition, and under a mistake of fact as to the character of the prisoner's offence, amounted to an unlawful seizure of the fugitive on alien soil, or whether it could be regarded as a lawful surrender mistakenly made. The decision of the tribunal in favour of England makes it clear that, where a prisoner on foreign soil has been surrendered to an alien State, the latter is not bound to inquire whether or not the official who makes the surrender was authorized to do so and acted with full knowledge of the facts. Since the judgment of the court has not yet been officially published, we cannot at present give any fuller summary of the reasoning upon which it proceeds other than is contained in the final paragraph of the award: "Whereas, while admitting that an irregularity was committed by the arrest of SAVARKAR and by his being handed over to the British police, there is no rule of international law imposing, in circumstances such as those that have been set out above, any obligation on the Power which has in its custody a prisoner to restore him because of a mistake committed by the foreign agent who delivered him up to that Power."

Excuse for Statutory Offence Founded on Another Breach of the Same Statute.

IT IS, we believe, related of Lord ELDON that he was accustomed to solace the monotony of his daily carriage journeys by perusing the law reports. Law reports at the present day have to some extent lost their savour, for a large proportion of them turn on the examination of sections in Acts of Parliament, in which, apart from the final decision of the court, it is difficult to take any interest. Our attention has, however, been called to the case of *Park* v. *Lawton*, decided by the Divisional Court on January 17th, in which the decision, though relating to the construction of a recent Act of Parliament, was founded on general principles. The defendants, two directors of a company, were charged with an offence under section 26 of the Companies (Consolidation) Act, 1908, in that they knowingly and wilfully permitted default to be made by the company in forwarding to the Registrar of Companies a copy of its list of members, with summary as to capital and shares, &c., for the year 1909 as provided by section 26, which provides that a company shall once at least in every year make a list of all persons who on the fourteenth day after the first or only general meeting in the year are members of the company, which list containing the various particulars specified in the section must be completed "within seven days after the fourteenth day aforesaid." No general meeting of the company had been held during the year 1909, and the defendants were knowingly parties to this default, which was a contravention of section 64 (1) of the above-mentioned Act. They contended before the justices that, no general meeting having been held in 1909, it was impossible to make up the list required by section 26, and that they could not therefore be convicted of a default for omitting to do that which in fact it was impossible for them to do. The justices adopted this view, but their decision was reversed by the Divisional Court (Lord ALVERSTONE, C.J., and HAMILTON and AVORY, JJ.), who had no difficulty in holding that a person cannot be heard to say that he has not broken the law when the non-performance of the condition precedent relied on as a defence was itself a breach of the law committed by the same person. In other words, a person charged with an offence cannot rely on his own default as an answer to the charge. A case in which everything which is required to be inserted in the list is dependent on the fact of the general meeting having been held may be reserved for future decision, but the present decision appears to be founded on reason and good sense.

Imprisonment of Female Smugglers in the United States.

THE AMERICAN newspapers give much prominence to the report of a case which they describe as the first instance in the United States in which a woman accused of smuggling as a passenger on a steamship has been sentenced to imprisonment. The defendant was tried in the criminal branch of the United States Circuit Court on the charge of smuggling a sable coat and jewellery, and was sentenced to imprisonment from Friday till the Monday following, and to a penalty of 2,000 dollars (half the value of the smuggled articles). The judge referred to a previous warning—that in future smugglers would be sent to prison, and while regretting that the first person to be punished should be a female, he took occasion to observe that in the smuggling of goods women were worse offenders than men. The American duties on articles imported from foreign parts are much more onerous than those which prevail in this country, but the penalties for smuggling appear to be less severe, and a reference to the Customs Duties Consolidation Act, 1876, will shew that persons detected in smuggling foreign goods are liable in this country to forfeit the goods and to a penalty of £100 or treble the value of the goods at the election of Commissioners of Customs. By section 237, where any person for an offence under the Customs Acts shall have been adjudged to pay a penalty exceeding £100, he may for a first offence be committed to prison for not less than six, nor more than nine months, and for a subsequent offence be ordered, in lieu of payment of the penalty, to be imprisoned, with or without hard labour, for a period not less than six, nor more than twelve, months. The provision in

section 240 that any married woman convicted of any offence against the Customs Acts may, in default of payment of any penalty incurred by her, be committed to prison, tends to shew that the imprisonment of females for such offences is not regarded with the same repulsion as in the United States.

What is a Court of Record?

STUDENTS OF the laws of England must occasionally have some difficulty in answering the question, "What is a court of record?" The Judicature Act, 1873, tells them that the High Court and the Court of Appeal are "superior courts of record," and the County Courts Act, 1888, says that every county court is a "court of record"; it appears that the Commissioners of Sewers are a "court of record"; that many, but not all, of the borough courts are "courts of record"; that the court of quarter sessions is an "inferior court of record"; and, finally, that the courts hundred and leet are "courts of record." What are the common attributes of these different tribunals? If we refer to text-books, we are told in Blackstone's Commentaries that a court of record is one whereof the acts and judicial proceedings are enrolled for a perpetual memory and testimony, and which has power to fine and imprison for contempt of its authority. This definition is not wholly satisfactory. Enrolling may go out of fashion, but the power to fine and imprison for contempt will remain. Would it not be enough to say that a court (*i.e.*, a tribunal which exercises judicial and not ministerial functions), if constituted a court of record, obtains without more the power to punish for contempt? A petty sessional court is not constituted a court of record, and cannot fine and imprison persons guilty of contempt, but can only order them to be put out. We should, however, be better pleased if in the statute which enacts that any particular tribunal shall be a "court of record" that expression should be further explained in an interpretation clause.

Bankruptcy in England and New Zealand.

IN DICEY'S Conflict of Laws (2nd ed., p. 433) it is laid down, with some doubt, that "an assignment of a bankrupt's property to the representative of his creditors, under the bankruptcy law of any foreign country where the bankrupt is not domiciled, does not operate as an assignment of the moveables of the bankrupt situate in England." A case in which this rule might have been, but was not, applied came recently before PHILLIMORE, J.—*Re Anderson* (1911, W. N. 41). A debtor (who was born in England and was held not to have lost his domicil of origin) was made bankrupt in New Zealand in 1898. In 1904 he was made bankrupt in England. In neither bankruptcy did he disclose the existence of a reversionary interest in personalty in England. The creditors' representative in each bankruptcy now claimed this reversionary interest. It was held that the New Zealand representative was entitled—"both on principle and on the authorities." No authorities, however, are given in the report, nor is it stated on what principle the learned judge relied. The decision is in accordance with the view expressed in Foote's International Law, as quoted in a footnote to the passage above cited from the Conflict of Laws: "As the English bankrupt law does not require an English domicil to found its jurisdiction, so it should recognize foreign insolvencies and bankruptcies without inquiring whether the subject of them was, or was not, domiciled in the country where his bankruptcy or insolvency was declared."

The English Law of Suicide.

ACCORDING TO news from Berlin, the Emperor of Germany has refused to confirm the sentence which the Court of Honour had passed upon an officer who had attempted suicide. The general law of Germany has no punishment for suicide, but the Court of Honour had condemned the officer to be dismissed the army and to be deprived of all military rank, on the ground that the attempt was a breach of the military oath. The Emperor, in refusing to confirm the sentence, gives as his reason that for such an act the person concerned has to answer, not to man, but to GOD and his own conscience. Suicide continues to be regarded by the law of England as a murder committed by a man on himself; and although in practice the person guilty of the attempt receives no punishment, we cannot agree with some of our newspapers who have expressed their opinion that the law of continental States is in this respect superior to our own. An Act of Parliament removing suicide from the list of criminal offences would tend to alter the feeling with which it is, and ought to be, regarded. This view may be supported by the reference to suicide as an act deserving of approbation which are often found in the works of foreign authors.

Lord Wolverhampton.

PEOPLE have by this time become familiarized with solicitors as Cabinet Ministers, and are ready to admit that the conduct of the business of a large solicitors' office is no bad training for the headship of a Department of State. It was the example of Lord WOLVERHAMPTON which first impressed this belief on the public mind, but when his whole career is considered, it will be seen that his experience as a busy solicitor was but one step in the continuous training which led to his ultimate success. While doing with all his might the work for the time being set him, he was always sedulously fitting himself for the next stage in his career.

The son of a Wesleyan Methodist minister, Mr. H. H. FOWLER was educated at Woodhouse Grove School, Leeds, and at St. Saviour's Grammar School, Southwark. He was articled to a Hull solicitor, completing his articles in London, and was admitted in 1852. Shortly afterwards he commenced practice in Wolverhampton (where he had connections) in partnership with Mr. CHARLES CORSER. During the next few years he devoted himself assiduously and successfully to building up this business, which in subsequent years throve greatly. It was not until November, 1908, that Lord WOLVERHAMPTON retired from the then partnership of Fowler, Langley, & Wright.

By 1858 he found himself sufficiently established to undertake municipal work, and in that year he was elected a member of the Wolverhampton Town Council. In 1860 he became an alderman, and in 1862 was elected Mayor of the borough at the age of thirty-three years—probably the youngest mayor in England. He subsequently became chairman of the first school board for Wolverhampton. In these positions he earned a high reputation for administrative capacity, power of lucid exposition and shrewd common sense, while at the same time he fitted himself for a more important sphere.

His chance came at the general election of 1880, when he was returned as one of the members for Wolverhampton, Mr. C. P. VILLIERS being the other. His qualities soon brought him into prominence in the House of Commons, and in 1884 Mr. GLADSTONE offered him the post of Civil Lord of the Admiralty, which he wisely declined, but was shortly afterwards made Under Secretary of State for the Home Department. In a subsequent Government he became Financial Secretary to the Treasury, and was made a member of the Privy Council, being, it is believed, the first practising solicitor to obtain that distinction. In the subordinate posts above-mentioned, while his qualifications as an administrator became generally acknowledged, he himself obtained an insight into the working of the great departments of the State, admirably qualifying him for promotion to the headship of one of them.

When Mr. GLADSTONE'S Government was formed in 1892, Mr. FOWLER was appointed President of the Local Government Board, with a seat in the Cabinet, being the first practising solicitor to enter that body. Here he proved himself an unqualified success, and succeeded in passing into law the Local Government Act, 1894—in its ultimate form a measure of eighty-nine sections—in the face of bitter opposition. Nearly fifty sittings of the Commons are said to have been occupied with the discussion of this Bill, and the amendments proposed numbered hundreds. Undismayed and unruffled by these attacks, Mr. FOWLER calmly persisted in his proposals, and by dint of tact, firmness and urbanity got his measure through.

On the formation of Lord ROSEBERY'S Government Mr. FOWLER was raised to the position of Secretary of State for

India, and in this somewhat difficult position—even in those days—he succeeded to admiration, holding an even hand between the little-Englanders on the one hand and the advocates of a forward policy on the other hand. In the one financial statement he had to make he shewed complete mastery of details. The story of the effect of his speech on the cotton duties—one of the few occasions on which a speech has turned a division—has often been told. He received the Grand Cross of the Star of India as a reward for his services. Ten years later Mr. FOWLER became Chancellor of the Duchy of Lancaster, with a seat in the Cabinet; in 1908 he was raised to the peerage with the title of Viscount WOLVERHAMPTON, and on the retirement of Lord TWEEDMOUTH became Lord President of the Council. His state of health compelled him subsequently to resign this office.

In the midst of all his engrossing political engagements Mr. FOWLER found time to attend to the concerns of his profession. In 1889 he was elected a member of the Council of the (then) Incorporated Law Society, and in 1901–2 he became President. And his was no nominal or honorary presidency. He proved an active and efficient head of the society, guiding and controlling its ordinary affairs with the autocratic hand of a strong man; making himself fully conversant with every question which arose, and bringing to the consideration of the course to be taken the statesmanlike qualities which gave him so much success in political life. "How do you manage to get through your duties as President with your other multifarious engagements?" asked the writer of these lines of Sir HENRY FOWLER at a Law Society dinner. "Ah, well," he said, "I try to do the work, but I leave the play to my friend here," indicating a member of the Council with a strong taste for representing the society at dinners and other gatherings.

At the Oxford meeting of the society in 1901 Sir HENRY FOWLER, as president, delivered a carefully thought out and admirably expressed address on the Legislative History of the Nineteenth Century, and, with remarkable prevision, turning to the reforms still necessary in the administration of justice, he suggested, among other things, that an essential part of any effective reform of our criminal procedure was the establishment of a Court of Criminal Appeal. "The astounding and indefensible variety in the sentences which different criminal judges inflict for the same offences," he said, "is a public scandal, and although the interference of the Home Secretary modifies the severity which has been, and still is, a characteristic of our criminal justice, I think a surer and safer remedy would be the existence of a Court of Appeal, which would very soon practically establish the limits of punishment within which the judicial discretion would be beneficially exercised." In the same address he also advocated the separation in county courts of what is merely debt-collecting from genuine litigation, the re-organization of county court circuits and the appointment of a smaller number of judges at a higher remuneration.

The portrait of Viscount WOLVERHAMPTON, by Mr. COPE, R.A., which hangs in the Law Society's hall will serve to remind future members of the society of a solicitor whose life affords a brilliant example of efficient service to his country and his profession.

Acknowledgments and Undertakings as Affected by Fire.

THE person bound by a statutory acknowledgment or undertaking as to documents, under the Conveyancing and Law of Property Act, 1881, is by that statute expressly discharged from any liability to perform the obligations so imposed upon him if he is (in the words of the statute) "prevented from so doing by fire or other inevitable accident." The phrase is one of long-established precedent, although it would perhaps be more accurate to define the accident as "insuperable," in accordance with the form in Davidson's Conveyancing Precedents, where the author points out that accidents of the class contemplated are not "inevitable," inasmuch as that phrase does not express the general intention of the parties that only the virtual impossibility of producing the documents is to deprive the person entitled to enforce the obligations of his rights as to production and otherwise. That the "accident" other than fire which is to discharge the person *primâ facie* bound from his obligations should be in some way qualified is obviously necessary for the reasonable protection of the persons interested in the documents; but that there should not be any expressed qualification at all in the case of prevention by fire is somewhat remarkable. Even an ordinary amount of reasonable care would not appear, strictly, to be necessary to entitle the *quondam* holder to claim exemption from liability if all the documents had been destroyed by fire whilst in his possession or under his control, although under circumstances which might impose upon the giver of an undertaking a liability for damages for their loss, destruction, or injury from any other thus non-inevitable cause; it could hardly be contended, as by an inverted application of the doctrine of *ejusdem generis*, that the only sort of fire which was contemplated by the section was one that could reasonably be said to be "inevitable."

The position considered is one quite apart from any general question as to the duties of trustees, mortgagees, or other fiduciary custodians, or their solicitors or other holders by deputy, as to seeing that documents are kept in a safe place or under such circumstances that no use could be made of them to the prejudice of the persons interested, and it may be doubted whether trustees or other fiduciary holders having the legal possession or control of documents would be discharged from any statutory obligation, even in the case of the documents being destroyed by fire, if they had, without sufficient reason, been placed out of their own custody. It is to be remembered that the exceptions from the insurers' liability for risk in an ordinary fire policy are generally extended to deeds and documents of any description.

The destruction by fire of documents of title is fortunately not of very frequent occurrence. There has, however, been more than one historic fire in Lincoln's Inn itself, involving a holocaust of deeds in a solicitor's office. According to a graphic account in the *Gentleman's Magazine*, there was a terrible fire in 1752, when Nos. 10 and 11 in New-square were burnt out, and the title deeds to many large estates were destroyed, so that "the loss and difficulties in which many families were involved could not be computed. When the fire was discovered, many of the watch were asleep or drunk, and the wife of an upholder in Carey-street, whose husband left his house to assist the sufferers, hanged herself in his absence." There was another such fire in Lincoln's Inn in 1849, and the early editions of Davidson's Conveyancing Precedents contain forms of special conditions of sale, providing that attested copies should be accepted of documents believed to have been destroyed in that fire along with the chambers at 2, New-square of solicitors and other custodians of the documents. On that occasion, although many papers were rescued in some sort of preservation, an immense mass of title deeds and documents was completely consumed. There have also been minor fires in the Inn since that last date.

On the whole, it would appear that, whilst special provision should be made on a sale as to any burnt documents, yet, so far as any statutory obligations under an acknowledgment or undertaking given by him are concerned, the statutory protection of the holder of the documents, if prevented by fire from discharging those obligations, is absolute and unqualified, unless the documents have in the meanwhile been unreasonably parted with, or the destruction by fire was his own wilful act. In the latter case such act, and not the fire, would be the *causa causans* of the prevention.

Senator Stone, of Missouri, tells, says the *Central Law Journal*, of a young physician in Kansas City who was sneered at by an attorney who was cross-examining him, the rude cross-examiner at last asking: "Are you entirely familiar with the symptoms of concussion of the brain?" "I am," was the reply. "Then," continued the rude one, "suppose that my learned friend here, Senator Stone, and myself, should bang our heads together, would that make us have concussion of the brain?" "It might," was the reply, "give concussion of the brain to your learned friend."

Pie Powder.*

THIS is an attractive, and even fascinating, account of life on the Western Circuit, anonymously written by a barrister who joined the circuit between thirty and forty years ago, and remains an enthusiastic admirer not only of the circuit, its traditions and stories, but also of all the west country, in which it moves and has its being, and more particularly of the county of Devon, which smiled on the nativity of the author. It is written in the spirit of easy humour, which here and there gives way to graphic descriptions of scenery, poetic imagination and even pathetic regret for all that might have been. The descriptive sketches of the past heroes of the circuit—the giants on the earth in those days—are neatly and skilfully drawn, and COCKBURN, COLERIDGE, KINGDON, COLE, LOPES, BOWEN, CHARLES, NORRIS, HOOPER, "Counsellor" CARTER, HENRY CLARK, BULLEN and many others live again to the life under the skilful touches of the writer. It is brimful of stories of the mess and the courts, many of them necessarily partaking of the nature of chestnuts to members of the mess, but there are some which we do not remember to have seen before. One is a description of the death of Ahab, as given in an examination by an undergraduate, "Ahab was one day driving in his chariot when he met a man who was out venture shooting. The man shot at a venture and missed it, but he hit Ahab;" a footnote explained that a "venture" was a kind of small antelope found only on the hills of Palestine! The following plea in an action for seduction has also a charm of its own—"The defendant denies that he is the father of the said twins, *or of either of them.*" The stories of "Counsellor" CARTER are almost certainly new to the larger public, but we leave the reader to enjoy these and many others without picking out more plums for him. But we cannot refrain from expressing our sympathy with the author on the occasion when after his own speech to a jury the judge commenced his summing up thus: "Gentlemen of the jury, Mr. A. has addressed you in a very long and ingenious speech. You see what I mean? Now listen to me!"

Turning from the lighter side, we find no less than four poems—all good. A neat Latin elegiac epigram stands by way of introduction; the descriptive "Country of the West" (p. 18) reminds us of MACAULAY; "Circuit Ghosts" (p. 73) of TENNYSON; and "L'envoi," at the end, of THOMAS HOOD. And there are not wanting critical suggestions of considerable value on the administration of justice. One of them is a trenchant criticism of the ways of the Court of Appeal in its reasons for and against, but usually against, granting a new trial after a verdict by a jury, which is worth reading as "ingenious" and subtle, even if it should produce no effect upon that tribunal. Another instance is the chapter on murders and acquittals, and the analysis of "blood-lust." But it is difficult to give a summary of all the aspects of this little book, which are as varied as the law, or even as human life itself.

There are a few, very few, mistakes or defects; for instance, the writer assumes, on p. 25, that Lord BOWEN died when still a member of the Court of Appeal; and older members of the bar than the author may think that enough has not been said of PETHERAM or COLLINS or PRIDEAUX, and that some others within his range might have been noticed, such as EDLIN, chairman of the Middlesex Sessions, and no less learned a Shakespearian than PRIDEAUX; or WARDEN, Norwegian scholar and sportsman, not to mention others. But these are trifles; recollections are a law unto themselves. Members of the circuit will be as grateful for this book as a forgetful witness permitted "to refresh his memory" from notes; and to those who are not members it should be as welcome as the Wine Treasurer of whom it is here written that he "laid down three whole pipes of 1820 port."

Reviews.

Merchant Shipping.

A TREATISE ON THE LAW OF MERCHANT SHIPPING. By the late DAVID MACLACHLAN, M.A., Barrister-at-Law. FIFTH EDITION. By EDWARD L. DE HART, M.A., LL.B. (Cantab.), and ALFRED T. BUCKNILL, M.A. (Oxon.), Barristers-at-Law. Sweet & Maxwell (Limited).

Since 1892, when the last edition of this work was published, the previous statute law of merchant shipping has been consolidated in the Merchant Shipping Act, 1894, and there have been a series of later amending statutes, one of them, that of 1906, of considerable length. This legislation, as well as the numerous decisions of recent years, has necessitated extensive revision of the book, but the editors have made no change in the general scheme, and have preserved the original text as far as it has been possible to do so. In some parts, however, the text has been re-written so as to insure adequate treatment of the subject, and in particular this has been done in respect of the law of damage (pp. 332–352). The editors have contributed an interesting discussion of the maritime rules as to damage both on the continent and in this country, and separate treatment is given to the rules as to damage at common law. Another matter in which an interesting comparison is drawn between English and foreign law is the existence of a maritime lien for necessaries; though the want of this lien in English law has been to a considerable extent supplied by the doctrine that the captain's drafts for necessaries come upon the ship under his statutory lien for disbursements. The decision in *The Ripon City* (1897, P. 226) on this point is discussed in another part of the book (p. 218). The contract of affreightment and the rights and liabilities arising out of it are very fully dealt with in a series of five chapters. The book has been effectively edited and constitutes a comprehensive and reliable guide to the law of merchant shipping.

Books of the Week.

Justices' Practice.—Stone's Justices' Manual: being the Yearly Justice's Practice for 1911, with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Forty-third Edition. Edited by J. R. ROBERTS, Esq., Solicitor. Shaw & Sons; Butterworth & Co.

Contract.—Principles of Contract: A Treatise on the General Principles concerning the Validity of Agreements in the Law of England. Eighth Edition. By Sir FREDERICK POLLOCK, Bart., D.C.L. Barrister-at-Law. Stevens & Sons (Limited).

Death Duties.—A Digest of the Death Duties (Alphabetically Arranged), with Numerous Examples and Diagrams illustrating their Incidence, and including Death Duties in British Possessions, an Index of Titles, and an Appendix of the Finance Acts, 1894, 1896, 1898, 1900, 1907, 1909–10, and the Revenue Act, 1903. Third Edition. By A. W. NORMAN, I.S.O., B.A., B.Sc., Assistant Secretary of the Estate Duty Office. Vol. I.: Estate Duty, Settlement Estate Duty, Probate Duty, &c. Butterworth & Co.

Local Government.—Local Government, 1910: comprising Statutes, Orders, Forms, Cases, and Decisions of the Local Government Board. Edited by ALEXANDER MACMORRAN, M.A., K.C., and KENNETH M. MACMORRAN, M.A., LL.B., Barrister-at-Law. Statutes, Orders, Forms, Cases, Decisions. Butterworth & Co.; Shaw & Sons.

Workmen's Compensation.—Butterworths' Workmen's Compensation Cases. Vol. IV.: Quarterly Advance Sheets (Part I., 1911). Edited by DOUGLAS KNOCKER, Barrister-at-Law. Containing Complete Reports of all Cases entered in the Lists of the House of Lords and Court of Appeal for Michaelmas Term. Butterworth & Co.

Points to be Noted.

Common Law.

Workmen's Compensation—Indemnity—Common Employment—The doctrine of common employment does not apply as between fellow-workmen. Therefore the indemnity clause (section 6) of the Workmen's Compensation Act, 1906, applies where an employer has had to compensate his workman for injuries due to the negligence of fellow-workmen; and the employer is entitled to be indemnified by the negligent fellow-workmen.—LEES *v.* DUNKEERLEY BROS. (H.L., Nov. 3) (55 SOLICITORS' JOURNAL, 44; 1911, A.C. 5).

Negligence—Savage Animal.—A person who owns a savage animal which he knows to be dangerous to mankind, and a field which he knows and tacitly allows to be crossed by the public, is guilty of negligence if he turns the animal loose into the field without giving warning; and he will be liable to pay damages to a person injured by the animal while crossing the field.—LOWERY *v.* WALKER (H.L., Nov. 9) (55 SOLICITORS' JOURNAL, 62; 1911, A.C. 10).

Workmen's Compensation—"Dependants"—The dependants of a workman, whether legally or actually dependent on him, may claim compensation from his employer if he meets with a fatal accident within the Workmen's Compensation Act, 1906. It does not affect the rights of his legal dependants—at all events, of his wife—if at the time of his death they were not in fact sharing his earnings, and he was evading his liability to maintain them.—KEELING *v.* NEW MONCKTON COLLIERIES (LIMITED) (C.A., Nov. 15) (1911, 1 K.B. 250).

Infant—Apprenticeship Deed.—It is said that no action will lie on a covenant in an apprenticeship deed against the apprentice, if he was an infant at the date of the deed. But the true rule is that no such action will lie during the currency of the apprenticeship against

* "Pie Powder: being Dust from the Law Courts, Collected and Recollected on the Western Circuit." By a Circuit Tramp. John Murray.

an apprentice who was articled as an infant. A covenant to do or abstain from doing something after the apprenticeship shall have ceased may be enforced against the apprentice by action, if the deed as a whole was for his benefit; and, if the apprentice could not obtain instruction except on such a covenant, the covenant is reasonable, and to that extent the deed is for his benefit.—GADD *v.* THOMPSON (K.B. Div. Ct., Nov. 30) (55 SOLICITORS' JOURNAL, 156; 1911, 1 K. B. 304).

Lawful Public Meeting—Meeting on Highway.—By the Public Meeting Act, 1908 (Lord Robert Cecil's Act), penalties are imposed on those who interfere with a "lawful public meeting." In certain cases it has been said that there is no "right" to hold a public meeting on a highway. But this means only that there is no absolute right; and, subject to compliance with police regulations (such as regulations against obstruction), a "lawful public meeting" may be held on a highway.—BURDEN *v.* RIGLER (K.B. Div. Ct., Dec. 8) (1911, 1 K. B. 337).

CASES OF THE WEEK.

Court of Appeal.

***Re* AGRICULTURAL HOLDINGS ACT, 1908. KEDWELL (TENANT) *v.* FLINT & CO. AND OTHERS (LANDLORDS).** No. 1. 21st and 22nd Feb.

AGRICULTURAL HOLDINGS ACTS—TENANCY FROM YEAR TO YEAR—MARKET GARDEN—COMPENSATION FOR IMPROVEMENTS.

A tenant from year to year of a market garden, who had been in possession under a tenancy which commenced before the 1st of January, 1896 (without an agreement in writing that the premises should be treated as a market garden, although to the knowledge of the landlords they were so used), is not entitled to recover compensation for improvements executed without the written dissent of his landlord, after the earliest day on which, if notice to quit had been given on the above date, his tenancy would have expired.

Special case stated by his Honour Judge Shortt, sitting as arbitrator under the Agricultural Holdings Acts at the Canterbury County Court. The question was whether the tenant from year to year of a market garden, who held under a tenancy which commenced before the 1st of January, 1896, without an agreement in writing that the premises should be treated as a market garden, was entitled to recover compensation for improvements made without written dissent by his landlord, after the earliest day on which, if notice to quit had been given on the above date, his tenancy would have been determined. The facts found were as follow: For many years prior to the 1st of January, 1896, the premises in question, which were three adjoining plots, belonged to Messrs. Flint & Co., Mrs. A. Pidduck, and Mr. H. Hart, and had been used by a Mr. Court, the then tenant, as a market garden. The tenant both before and after the 1st of January, 1896, executed thereon, without having previously any written notice of dissent by the landlords, certain improvements, in respect of which a right of compensation could be claimed under the Agricultural Holdings Acts. In October, 1901, Mr. Court assigned his interest in the premises to certain persons, which interest was eventually acquired by the plaintiff's husband, who died in May, 1908. His widow, the tenant in the arbitration, entered into possession, and in October of that year she entered into agreements of tenancy with Messrs. Flint and with Mrs. A. Pidduck. No agreement was entered into with Mr. Hart. In 1909 Mrs. Kedwell found herself unable to continue the tenancy, and gave her three landlords notice to determine the tenancy (which commenced at Old Michaelmas) on the 11th of October, 1909. Possession was duly given on that day, all rents paid, and the premises were left in good order. Mrs. Kedwell submitted a claim for valuation under the Act of 1908. It was admitted that Mrs. Kedwell was entitled to receive all improvements executed by her predecessors in title before the 1st of January, 1896, and also for all those executed between that date and the 11th of October, 1897, the earliest date at which, if notice to quit had been given on the 1st of January, 1896, the tenancies could have been determined. But it was contended on behalf of the landlords that she could not recover compensation for improvements after that date. His honour held that the contention of the landlords was correct, as the primary object of the Act of 1883 was to confer a benefit on tenants who entered into contracts after it came into operation. That Act expressly applied to market gardens (section 54), and the Act of 1895 was only an extension of it. But that Act, unlike the Act of 1883, required that the right to compensation should be founded on express written agreement. Therefore the party claiming its benefits must bring himself expressly within its terms. The burden was on him, and it was not for the other party to exclude the Act, though no doubt the landlords in this case could have done so by giving a written notice of dissent before the improvements were executed. Further, the Act of 1908 itself shewed (see sections 42 and 47) that tenancies from year to year were specially recognised as being on a different footing as regarded matters of the kind here in question from tenancies for years. The tenant appealed, and her counsel submitted that by the proviso to section 42 (2) of the Act of 1908 tenancies from year to year were to be treated as regarded compensation payable under the Act for market gardens as if the Act had not been passed. Consequently, the court was thrown back on the Acts of 1883 and 1895. By section 4 of the Act of 1883 if, under a contract of tenancy current at the commencement of the Act—*i.e.*, by section 2, the 1st of January, 1896—a holding was at that date in use or cultivation as a market garden, with the knowledge of the landlords (as was admittedly the case here), and the tenant had then executed thereon, without any notice of dissent having been received, any improvements for which compensation could be claimed under the Act, the provisions of the Act applied as if it had been agreed in writing after the commencement of the Act that the holding should be let or treated as a market garden. By section 1 the Act was to be read as part of the Act of 1883, and that Act provided (section 61) that a yearly tenancy under a contract of tenancy current at the commencement of the Act "shall for all purposes of the Act be deemed to continue to be such a tenancy until the first day on which either the landlord or tenant could—the one by giving notice to the other immediately after the commencement of the Act—cause such tenancy to determine," and on and after such day as aforesaid shall be deemed to be a tenancy under a contract of tenancy beginning after the commencement of the Act." But that section, when speaking of the "commencement of the Act" (see section 53) referred to the 1st of January, 1884, and therefore it was impossible to read that section into section 4 of the Act of 1895 without altering that date into the 1st of January, 1896, a thing which it was not permissible to do. The Legislature could not have intended to cut down section 4, which was an enabling section, in that way, nor was it intended that every provision contained in the Act of 1883 should be treated as applying to the Act of 1895. If the view suggested by the landlords was held correct, then section 4 became of very little practical benefit to the tenant. Without hearing counsel for the respondents, the landlords,

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) dismissed the appeal with costs.—COUNSEL, *Cox-Sinclair*, for the tenant; *Edgar Foa*, for the landlords. SOLICITORS, *Percy Maylam*, Canterbury; *Sharpe, Pritchard, & Co.*, for *H. Fielding*, Canterbury.

[Reported by ERSKINE REID, Barrister-at-Law.]

METROPOLITAN WATER BOARD *v.* COLLEY'S PATENT (LIM.).

No. 1. 23rd and 24th Feb.

WATERWORKS—SUPPLY OF WATER—"DOMESTIC PURPOSES"—"TRADE PURPOSES"—BUSINESS PREMISES—METROPOLITAN WATER BOARD (CHARGES) ACT, 1907 (7 ED. 7, C. CLXXI.), ss. 9, 25.

The defendants, who were manufacturers, required at their factory a supply of water for their employees to use for drinking and personal washing. The water was also used to cleanse the urinals and closets provided for the employees. No one resided on the premises.

Held, by Farwell *and* Kennedy, L.JJ., Vaughan Williams, L.J., *dissenting, that the water was supplied for domestic and not for trade purposes.*

Accordingly the appeal of the Water Board from an order of the Divisional Court (Phillimore *and* Coleridge, JJ.) (*reported* 27 *T. L. R.* 167) *whereby, as the court differed in opinion, the appeal of the Water Board from a decision of the county court judge was dismissed without costs, was allowed with costs.*

Appeal by the plaintiffs from a judgment of the Divisional Court (Phillimore and Coleridge, JJ.) (reported 27 T. L. R. 167) on an appeal by the Metropolitan Water Board from the decision of the judge of the Westminster County Court, who decided that water supplied to the defendants, who are manufacturers of railway tickets and paper, and used, amongst other purposes, for drinking, sanitary conveniences, and for cleansing the premises, was supplied for trade purposes, and not domestic purposes, and accordingly that the defendants were entitled to a supply by meter, and were not liable to pay a water rate based upon the rateable value of their premises. Phillimore, J., held that the water was supplied for trade purposes, and not for domestic purposes within the meaning of the Metropolitan Water Board (Charges) Act, 1907. Coleridge, J., held that the supply was for domestic purposes. As the court differed, the judgment of the county court judge held good, and the appeal to the Divisional Court was dismissed. The plaintiffs appealed.

VAUGHAN WILLIAMS, L.J., in giving judgment, said that but for the fact that he understood it was very desirable, both in the interest of the Water Board and of business people, that there should be no delay, he would have preferred to commit his views to writing, as he had the misfortune of differing from the opinion which was about to be delivered by the other two members of the court. In this case he had come to the conclusion that the judgment of the Divisional Court as represented by Phillimore, J., was right. What the Water Board contended was that all water supplied to an occupied house or building for domestic purposes, subject to a rebate under section 9, should be on the basis of 5 per cent. on the assessed rateable value. In addition the Water Board admitted that they would be entitled to charge meter prices to factories and business premises in respect of water supplied for trade purposes. It was said that it was not impossible that the Legislature deliberately intended this result. But the court had every confidence that a great public body who made no profits would be only desirous of doing that which was best for the community they had to serve. Here the court had to construe an Act of Parliament, and the question was whether, assuming the contention of the Water Board to be right, there was not something in the present case, as there was in the *Metropolitan Water Board* v. *London, Brighton and South Coast*

Railway Co. (1910, 1 K. B. 890), to prevent the application of section 9. In the railway case the application of section 9 was prevented because it was held there that the supply for sanitary purposes was not for domestic purposes but for railway purposes. What had to be dealt with there were the sanitary conveniences at Norwood Station, and the question was whether sections 8 and 9 of the Act of 1907 could be applied to water-closets and urinals, which were to be found in every railway station in a thickly-populated district, in the sense in which it was sought to apply these sections in the present case. But it was there held that the railway company were under a statutory duty to provide these conveniences for passengers and staff. The question was whether it might not equally be said here that the supply was not for "domestic purposes," but for "trade purposes." Section 9 provided that where the board furnished a supply of water for domestic purposes to any house or building occupied solely for the purposes of any trade or business assessed to the poor rate or other rate in a sum of exceeding £300 per annum, and not subject to inhabited house duty, the board should make or allow from the water rate payable certain rebates. It was said by the appellants that unless that section was read by the court as extending to every supply of water to a factory, especially to a factory only occupied for the purpose of a factory, no meaning would be given to the words of the section. In his lordship's view, where water was supplied for sanitary purposes, and was only supplied for the purposes of health, cleanliness and decency, such supply ought not to be treated as a supply for domestic purposes any more than water supplied for the use of porters and staff in the railway case ought to be treated as such a supply.

FARWELL, L.J., said that, as there was judicial authority which would support a view in favour of either party, he had done his best to come to a decision independently of anything that had been said before. In his view the statute drew a clear distinction between "railway purposes" and "trade purposes," and he thought that in an Act where they were so distinguished the two ought to be treated separately. In this statute there was this, that, subject to the paramount right of persons wanting water for domestic purposes, persons desiring water for trade purposes were entitled to it, and not only for trade purposes, but for railway purposes. Section 9 assumed that in the case of a house or building used solely for trade purposes, and not charged for inhabited house duty, water might be required for domestic purposes, and he was wholly unable to see how it was possible to give any meaning at all to that section if it was to be said that water used for domestic purposes was also water used for trade purposes. If it had not been for sections 9 and 10 and the general purview of the Act, he would have been only too glad to agree with Vaughan Williams, L.J. He did not doubt that all the conveniences in the case were sanitary appliances, but that, unfortunately to his mind, was not sufficient to hold in favour of the defendants. He regretted this, because he thought that such appliances were very necessary, apart from statutory requirements. But inasmuch as he found that section 9 contemplated business premises used solely as such having water required for domestic purposes, he was unable to place a construction on the Act which would enable him to say: "True, these are domestic purposes, but inasmuch as they are purposes required for the healthy condition of the employees they are no longer domestic purposes, but are trade purposes." It might be that this view would press hardly upon people who used water on business premises, but it was not for him to criticize the enactments of the Legislature. If he desired to find a case illustrating most clearly the circumstances indicated by section 9 he could not find a better case than the present one. In his judgment, the appeal should be allowed.

KENNEDY, L.J., delivered judgment agreeing with Farwell, L.J. By a majority the appeal of the Water Board was allowed.

On the application of counsel, the COURT granted the defendants three months in which to consider the question of appealing, and intimated that, in view of the difference of judicial opinion and the importance of the question, this was a case which should be considered by the final tribunal.—COUNSEL, *Danckwerts*, K.C., and *A. B. Shaw*, for the plaintiffs; *C. A. Russell*, K.C., and *McCurdy*, for the defendants. SOLICITORS, *Walter Moon; H. H. Wills & Sons.*

[Reported by ERSKINE REID, Barrister-at-Law.]

SANDERS *v.* **SANDERS.** No. 2. 17th Feb.

DIVORCE—PRACTICE—WIFE'S COSTS—HUSBAND'S PETITION—DISMISSAL OF PETITION WITH COSTS—NON-PAYMENT BY HUSBAND—SECOND PETITION BY HUSBAND—STAY OF PROCEEDINGS UNTIL PAYMENT.

A husband who has brought an unsuccessful petition for divorce against his wife will not be allowed to proceed with a second petition until he has paid the wife's costs of the first petition.

This was an appeal from an order of Evans, P. On the 17th of June, 1909, a husband filed a petition against his wife for dissolution of marriage on the ground of her adultery with persons unknown. This petition was heard in June, 1910, and was dismissed with costs. The husband had given the usual security for the wife's costs, but there remained due a balance of £44 odd for her taxed costs, which the husband had been ordered to pay. The husband alleged that he was without the means to pay this sum. On the 7th of December, 1910, the husband filed a second petition for dissolution of the marriage. The acts of adultery alleged in the second petition, although with named co-respondents, were all prior to the filing of the first petition. The wife applied that all proceedings upon the second petition might be stayed until the costs of the previous petition had been paid. The registrar refused the application, and his refusal was affirmed by Evans, P. The wife appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—This is an appeal from the refusal of the President of the Probate and Divorce Division to stay proceedings in a pending action until the costs of the appellant in a former proceeding have been paid. The appellant is the wife, and the respondent is the husband. The relationship of husband and wife in matters of litigation in the Divorce Court is very special and peculiar. I do not propose to repeat what I said in *Kemp-Welch* v. *Kemp-Welch* (1910, P. 233), but it is impossible to read the judgments in that case without seeing that every member of the court in that case adopted the view of Brett, L.J., in *Robertson* v. *Robertson* (6 P. D. 119, at p. 123): "It is a question of high policy and high propriety, and there is no foundation for saying that it is unjust as against the husband that he should pay the costs of his wife's defence, whether that defence be finally made out or not," and although that case was not really applicable to the case before us, we applied the principle by staying proceedings. It is true that in that case there had been an abortive trial, and the husband was proceeding with the original action, but we ordered proceedings to be stayed until the order for payment of costs had been complied with, and security given for the wife's further costs of the trial. Here the facts are somewhat different, but in my opinion the principle applies equally. [His lordship stated the facts, and continued:] In my opinion, this is a case in which we certainly ought to apply the principle which we laid down in *Kemp-Welch* v. *Kemp-Welch*, and say that the husband ought not to be allowed to continue the second petition unless and until he has paid the costs of the former petition. I am aware that it may be said that we are not following the case of *Yeatman* v. *Yeatman* (39 L. J. P. 77). That case is very shortly reported, but the learned judge who decided it seems to have taken the view that if the first petition alleged adultery with A., and the second petition alleged adultery with B., then, as the adultery alleged was with different persons, it gave rise to different causes of action. With great respect I am not prepared to say that that is so. I think that the analogy, which Fletcher Moulton, L.J., suggested in the course of the argument, of actions of ejectment is very close. Proceedings in a second action for ejectment were stayed till the costs of a nonsuit in a former action brought to try the same title were paid, although there was another defendant in the second ejectment, and it was for different lands: *Keene* v. *Angel* (6 T. R. 740). Here the charge is that the wife committed adultery during a period covered by the first petition, and in one instance with a person who is named in the second petition, but in the first petition was included among persons unknown. In my opinion, the appeal must be allowed.

FLETCHER MOULTON and BUCKLEY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Grazebrook; Macpherson.* SOLICITORS, *Pierron & Ellis; W. V. Reeve.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **SIR F. D. DIXON-HARTLAND, Deceased. BANKS** *v.* **HARTLAND.** Swinfen Eady, J. 24th Feb.

ESTATE DUTY—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), S. 14 (1)—"SUM CHARGED ON" ESTATE—COVENANT IN DAUGHTER'S SETTLEMENT—AMOUNT ALSO CHARGED ON REALTY—TRUSTEES NOT TO BE BOUND TO RESORT IN FIRST INSTANCE TO THE CHARGE—"EXPRESS PROVISION TO THE CONTRARY"—ESTATE DUTY PAID OUT OF PERSONALTY—ITS INCIDENCE AS BETWEEN EXECUTORS AND TRUSTEES OF THE SETTLEMENT.

Trustees of a settlement containing a covenant to pay a sum of money, also thereby charged upon hereditaments of the covenantor, are "persons entitled to a sum charged on" property within the meaning of section 14 (1) *of the Finance Act*, 1894, *and as such are bound to pay the proper rateable part of the estate duty in respect of the property comprised in their security, even though the covenantor's personal estate proves ample to satisfy the covenant and all estate duty. Further, a proviso in the settlement that the trustees are not to be bound in the first instance to resort to the hereditaments charged is not "an express provision to the contrary" within the meaning of the section.*

Alexander's Trustees *v.* Alexander's Trustees (1910, *Sessions Cases* 637) *followed.*

This was an originating summons taken out in the matter of the estate of the above-named testator and in the matter of the Finance Act, 1894, to have it determined whether the plaintiffs, who were the trustees of the settlement dated the 8th of January, 1894, and made on the marriage of the testator's daughter, Theresa Dixon Hartland, were entitled to recover from the defendants, as executors of the testator's will, the whole of a sum of £14,286, or only the balance of that sum left, after deducting the sum of £1,285 14s. 9d. paid by the defendants in respect of estate duty. The settlement contained a covenant by the testator that his executors or administrators would within six calendar months after his decease pay the trustees of the settlement the sum of £14,286, and that in the meantime he would pay interest thereon at the rate of 3½ per cent. per annum. It also contained an equitable charge upon certain hereditaments of the testator to secure this sum and interest, and a proviso that "In case of the death of" the testator "without having paid the said sum of £14,286 . . . the trustees shall

not be bound in the first instance to resort to" the said hereditaments "for the purpose of obtaining payment of the said sum of £14,286 . . . but may either require and compel payment of the said sum, and any interest due thereon, by the executors or administrators" of the testator, "or may sell all or any part of the said property, and in case by such sale the trustees shall not realize the sum of £14,286 after payment of all costs and expenses of sale, they may immediately after such sale require and compel payment of any balance still remaining unsatisfied of the said sum of £14,286." The testator died on the 15th of November, 1909. He left estate which, after deducting debts other than the debt in question (which was not incurred for money or money's worth), was of the value of £129,300 odd, of which £24,000 roughly represented realty and £105,000 personalty. The hereditaments charged by the settlement were provisionally valued at £11,775. The defendants, the executors, paid out of the general estate of the testator, and without reference to the security, £13,000 on account of the £14,286 covenanted to be paid, and they retained in their hands £1,285 4s. 9d. in respect of duty paid. The Finance Act, 1894, by section 14 (1) provides:—"In the case of property which does not pass to the executor as such, an amount equal to the proper rateable part of the estate duty may be recovered by the person who, being authorized or required to pay the estate duty in respect of any property, has paid such duty, from the person entitled to any sum charged on such property (whether as capital or as an annuity or otherwise), under a disposition not containing any express provision to the contrary."

SWINFEN EADY, J., in his judgment, after referring to the facts, continued: The plaintiffs on the hearing of the summons have contended that they are not liable in respect of the estate duty on any part of the £14,286 which was covenanted to be paid. They say that the personal estate is ample to satisfy the covenant, and that when it is fully paid they will give up the deeds, and that in the ultimate effect they will not take any part of the land comprised in the security. They contend that this case does not fall within the provisions of section 14 (1) of the Finance Act, 1894, and also that even if it would otherwise have fallen within those provisions it does not do so here, because, as they contend, they are not bound in the first instance to resort to the security inasmuch as the proviso in the settlement amounts to "an express provision to the contrary" within the meaning of section 14 (1). I find that a case has arisen in Scotland in respect of which a special case was presented to and determined by the Court of Session raising the precise point which is raised by the present summons, and the facts of that case were singularly like the facts of the present case. There was there a marriage contract by which the father became liable to pay a sum of £30,000, and this sum was charged upon certain heritable property. The amount was not paid in the father's lifetime, and upon his death he left, in addition to the estate charged, nearly £100,000 of personal estate, and the question which is raised on this summons was raised in the Court of Session upon a special case. It is clear that judgment was reserved upon the point, because the Lord Justice Clerk refers to the judgment of Lord Low, which, he says, "I have had an opportunity of reading." Further, the date in the report, 17th of March, 1910, was the date when judgment was delivered. The case was heard in the previous year (see p. 640). It was heard in the Second Division on the 30th of November, 1909. So the court took time for deliberation. Lord Low and Lord Salvesen both give judgments dealing with the very point I have to determine, and the Lord Justice Clerk concurred. In my opinion, where the exact point in question has been raised and fully argued and fully determined by the Court of Session, and where the question simply turns upon the construction of a statute which extends to Scotland as well as England, my duty is simply to follow that decision, leaving the parties, if so advised, to have the judgment reviewed elsewhere. I therefore make a declaration that the plaintiffs, as trustees of the settlement, are bound to pay the proper rateable part of the estate duty in respect of the property comprised in their security. The plaintiff will take his costs out of the settled fund and the defendant will take his out of the will fund, there will therefore be no order as to costs.—COUNSEL, for the trustees of the settlement, *Gover;* for the executors, *Frank Russell*, K.C., and *Ellis*. SOLICITORS, *Allen & Son; Rawle, Johnstone, & Co.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

Re CATON. VINCENT *v.* VATCHER. Eve, J. 24th Feb.

WILL—MAINTENANCE—PAUPER LUNATIC—ACTION BY OFFICIAL SOLICITOR—INSTRUCTIONS BY COURT—FUNCTIONS OF THE OFFICIAL SOLICITOR.

Where the court refers a matter to the official solicitor, the instructions, if not inserted in the order, ought to be embodied in some document, or at least be reduced into writing.

The functions of the official solicitor with regard to instituting legal proceedings considered.

This was an action for a declaration that the defendants had not properly and *bonâ-fide* exercised the discretion reposed in them to apply a proper part of the income of the trust estate for the maintenance of the plaintiff, by allowing her to remain as a pauper lunatic in an asylum. The action was brought by Sarah Vincent, a person of unsound mind not so found by inquisition, by the official solicitor, her next friend. The testator by his will appointed the defendants executors and trustees, and directed them to pay out of income any part thereof as they should, in their absolute discretion, think proper for the maintenance of the plaintiff during her life, and empowered them to pay the same to any institution or home under whose care the plaintiff might happen to be. The surplus income of the estate amounted to about £220. The plaintiff, prior to the testator's death, became a pauper inmate of the Hanwell Asylum, the testator paying for her maintenance there, and the defendants, after the testator's death, continued to pay £20 16s. for such maintenance, believing that it would not be for her benefit to remove her.

EVE, J.—The only issue in this action is whether the defendants have misconducted themselves in such a way as to make it necessary to take the trust out of their hands. I say "misconducted" because from first to last it has been alleged that they have abused their position and acted from sordid motives of self-enrichment at the expense of a person of unsound mind. Parties who lead off with an attack of that nature must not be surprised if other parties also assume an aggressive attitude. The defendants, on the death of the testator, put themselves in the hands of experienced competent advisers, opened a proper banking account, and I am satisfied that they were doing their duty without any sordid motive whatever. They satisfied themselves that the plaintiff was being well looked after. They were neither untruthful nor dishonest, and gave their evidence with great candour. I frankly confess that I anticipated, and should have welcomed a withdrawal of the charges against them. But it was not to be. In May last the matter came before Joyce, J., on a summons to decide a question of construction arising on the will, and on that occasion Joyce, J., directed the official solicitor to act as guardian *ad litem*, and after deciding the point of construction some *ex parte* statement was made, and in response the judge made some observations to the effect that the official solicitor should take any steps he thought proper for the better maintenance and comfort of the plaintiff. The effect of that direction was to throw upon the official solicitor the duty of considering what steps, if any, were necessary for the comfort of the plaintiff. It certainly was no direction to launch an action, still less to pass judgment on persons who had no opportunity of being heard. The official solicitor obtained possession of certain letters, and from the first he and his advisers, without giving the defendants an opportunity of explaining, had made up their minds that those letters evidenced a course of conduct which was consistent only with sordid motives. The attitude was regrettable, and one which ought not to have been adopted, and at least he ought to have given the defendants an opportunity of giving an explanation. It was not till May last that the defendants had the slightest idea that they were charged with not doing what they ought to have done. The medical officer at the asylum admits that he was of opinion that the plaintiff would be better, happier, and probably live longer if she was left where she was, and he gave reasons which must commend themselves to anyone not blinded by prejudice. The writ was issued in July last, and the solicitors for the defendants expressed surprise, which I share. The official solicitor took up a mistaken attitude and mistook his functions. This action ought not to have been proceeded with. Instead of that it has been fought out to the bitter end, with the fortunate result that it has cleared the defendants of unwarrantable assertions and has utterly failed. I dismiss it with costs. I wish to add that I hope that nothing I have said and no criticism which I have felt it my bounden duty to make will create an impression that I am for one moment oblivious to the great services ungrudgingly and uniformly rendered by the official solicitor. No one is more sensible of those services and of the skill, ability and fidelity with which he discharges his duties. If he has made mistakes in this case I need hardly say that I do not attribute them to anything more than errors of judgment to which we are all liable. And this leads me to say with great deference that where the court feels it incumbent to refer a matter to the official solicitor the instructions, if not inserted in the order, should be embodied in some document, or at least reduced to writing. *Obiter dicta* and observations elicited by *ex parte* statements, unsupported by evidence, and made at the conclusion of a judgment which involves a totally different point, do not, in my opinion, afford the most satisfactory *media* of giving instructions, and are sometimes likely to be gravely misunderstood.—COUNSEL, *Clayton*, K.C., and *T. T. Methold; P. O. Lawrence*, K.C., and *Pattisson*. SOLICITORS, *The Official Solicitor; Crossfield, Cushing, & Wheldon.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re BOULCOTT'S SETTLEMENT. WOOD *v.* BOULCOTT. Parker, J. 15th Feb.

SETTLEMENT—CONSTRUCTION—ANNUITY—DIRECTION TO PAY OUT OF INCOME—CHARGE ON CORPUS—CONTINUING CHARGE ON INCOME.

The trustees of a settlement were directed to pay an annuity out of income, or such of it as should exist, and subject thereto to stand possessed of the trust funds in trust for the persons therein named absolutely. The income was insufficient to pay the annuity.

Held (*following Re Boden* (1907, 1 *Ch.* 132)), *that the annuity could not be charged on corpus, nor was it a continuing charge on the income.*

By an indenture of settlement, made in 1883, it was agreed that upon the happening of certain events, therein specified, the trustees should pay to the widow of H. C. Boulcott, "out of the said income, or such of it as shall exist, a clear yearly annuity of £100 sterling by equal half-yearly payments," and subject thereto the trustees were to stand possessed of the settled funds "upon trust for (such) children or child of the said H. C. Boulcott . . . in equal shares," with remainders over. The events specified in the indenture having happened, the widow became entitled to the annuity; but, as the income was insufficient to pay the £100 in full, this summons was taken out for the purpose of determining whether the annuity was (a) a charge on the

current income only; (b) a continuing charge on the income; or (c) a charge on the corpus.

PARKER, J., after reading the provisions of the indenture of December, 1883, said that the income of the settled funds being insufficient to keep down the annuity, two questions were raised on the summons—(a) was the income charged on corpus? (b) if not, was there a continuing charge on the income? On the first point, his lordship was of opinion that the annuity was not charged upon the corpus, and that the case fell within *Re Boden* (1907, 1 Ch. 132), rather than within *Re Howarth* (53 SOLICITORS' JOURNAL, 519; 1909, 2 Ch. 19). The second question presented more difficulty. His lordship referred first to the words of the Lord Chancellor in *Foster* v. *Smith* (1 Ph. 629), who held that in that case there were limitations after the death of the widow, which raised a new set of trusts, and inferred, on that account, that the charge was to last only for her life. The decision of Giffard, L.J., in *Booth* v. *Coulton* (18 W. R. 877; L. R. 5 Ch. App. 684), was to a similar effect. His lordship then dealt with *Re Boden*, where, Vaughan Williams and Buckley, L.JJ., differing from Fletcher Moulton, L.J., considered that in that case a similar line was drawn, and that the charge was inferentially made to cease on the death of the annuitant. His lordship then reviewed the effect of the gift in *Re Boden*, and read passages from the judgments of Vaughan Williams, L.J., on p. 138, and of Buckley, L.J., on p. 157. In his lordship's opinion they considered that the words must be read as meaning "subject to the trust for payment of the annuity out of income on trust to divide," so that the division was only postponed during the widow's life. The words in the present case were very analogous, and, after referring to the judgment of Lord Cairns in *Birch* v. *Sherratt* (16 W. R. 30, L. R. 2 Ch. App. 644), his lordship held that this case could not be distinguished from *Re Boden*, which decision he accordingly followed.—COUNSEL, *Wurtzburg; Napier; Cozens-Hardy*. SOLICITORS, *Ellis, Munday, & Clarke*.

[Reported by F. BRIGGS, Barrister-at-Law.]

High Court—King's Bench Division.

In the Matter of **THE SOUTHSEA GARAGE (LIM.)**. Div. Court. 25th Feb.

COMPANIES—WINDING-UP BY THE COURT—JURISDICTION OF COUNTY COURT WHERE REGISTERED OFFICE NOT SITUATE—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 131 (1), (3), (5), (7), AND (8).

A county court judge made an order for winding-up a company. It appeared that, although the assets, or some of them, of the company were within the jurisdiction of the county court, the registered office of the company was not situated within the territorial jurisdiction of the county court. It was contended that under these circumstances the county court judge had no jurisdiction to entertain the petition.

Held, that the county court judge had jurisdiction to entertain the petition.

But the court held that the facts of the case did not bring it within section 129 of the Companies (Consolidation) Act, 1908, and that therefore the order should not have been made.

This was an appeal from a decision of the county court judge sitting at Southsea, who had made an order for the winding-up of the appellant company, on the petition of a shareholder. It appeared that the registered office of the company was at the time of the presentation of the petition in London, but that within six months before that date it had been at Southsea. But the registered office had been thirteen days longer in London than it had been in Southsea during those six months. The assets of the company were for the most part at Southsea. The appellants contended (1) that there was no jurisdiction in the county court at Southsea to make a winding-up order; and (2) that there was no case coming within section 129 of the Companies (Consolidation) Act on which a judge could make a winding-up order. This case is only reported on the first point, on which the appellants argued that the words in sub-section 7 of section 131 of the Companies (Consolidation) Act, 1908, "Nothing in this section shall invalidate a proceeding by reason of its being taken in a wrong court," did not apply in a case such as the present, where the petition was "wilfully" brought in the inappropriate court. Counsel for the appellants cited *Ex parte May, Re Brightmore* (1884, 14 Q. B. D., at p. 37), and *Re French* (1889, 24 Q. B. D., at p. 63). The material sub-sections of section 131 are quoted in the judgment.

DARLING, J.—In this case a petition to wind-up a company was presented in the county court sitting at Southsea, and it appears that the registered office of the company was situated in London within the jurisdiction of the High Court. During the six months before the presentation of the petition, the registered office of the company had also been at Southsea. There was a difference of thirteen days only, but the office had been registered in London for thirteen days longer than at Southsea, and it was registered there when the petition was brought. Under these circumstances, the learned counsel for the appellants has contended that this county court had no jurisdiction to entertain the petition at all, and he cited section 131 of the Companies (Consolidation) Act, 1908, in support of his contention. In that, I think he was wrong. The jurisdiction in winding-up is given by the first words of sub-section 1: "The courts having jurisdiction to wind-up companies registered in England shall be the High Court, the Chancery Courts of the Counties Palatine of Lancaster and Durham, and the county courts." The county courts, then, had jurisdiction, but some county courts may be deprived of that jurisdiction by the Lord Chancellor; but the county courts which he does not deprive of this jurisdiction in winding-up, possess it. That, however, does not settle the matter, because, by sub-section 3, "where the amount of the share capital of a company paid up or credited as paid up does not exceed £10,000"—that was so in this case—"and the registered office of the company is situated within the jurisdiction of a county court having jurisdiction under this Act, a petition to wind-up the company shall be presented to that county court." Then, in explanation of the phrase "the registered office of the company is situated within the jurisdiction of a county court," sub-section 8 provides "for the purposes of this section the expression 'registered office' means the place which has longest been the registered office of the company during the six months immediately preceding the presentation of the petition for winding-up." In this case the registered office which had been longest registered during those six months was the office in London, and not that in Southsea. So this county court *primâ facie* had not jurisdiction to entertain this petition, but, by sub-section 7, "nothing in this section shall invalidate a proceeding by reason of its being taken in a wrong court." But for this sub-section the appellants would make out their contention. Though I do not wish to criticise the language of a statute, I do not think the word "wrong" exactly expresses the meaning of the statute. I think what is meant is "inappropriate court." What is meant is not that the court is wrong in the sense that it has no jurisdiction in winding-up, as, for instance, the Central Criminal Court or a Commission of Oyer and Terminer. But it is the wrong court or the inappropriate court if the petition is presented in a county court within whose jurisdiction the registered office of the company is not situate. Now, I think that, the petition having been presented, we must take it that the judge had power to hear the application of the petitioner. I do not think that the cases which have been cited oblige us to hold that the judge could not in these circumstances preside to hear the petition. In my opinion, he was entitled to say, "I shall hear the petition," but I think he could only do so if the petition brought the case within the words of section 129 of the Act. [The learned judge then dealt with the facts of the case, and stated that in his opinion neither the petition nor the evidence brought the case within the terms of any sub-section of section 129, and that that was so, even if the words in sub-section 6, "if the court is of opinion that it is just and equitable that the company should be wound up," were read in the widest sense compatible with the decisions, and were not read as being *ejusdem generis* with the words in the preceding sub-sections.]

PICKFORD, J., delivered judgment to the same effect.—COUNSEL, for the appellant, *E. P. Spence*; for the respondent, *H. du Parcq*. SOLICITORS, *A. Mozley Stark; Tapp, Blackmore, & Teston*, for *G. H. King & Fronckeiss*, Portsmouth.

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re **PERSSE**. C.A. No. 2. 24th Feb.

BANKRUPTCY—ACT OF BANKRUPTCY—BANKRUPTCY NOTICE—ADDRESS OF JUDGMENT CREDITOR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 4, SUB-SECTION 1 (G)—BANKRUPTCY RULES, 1886-1890, R. 136, FORM 6.

A judgment creditor, having two houses in different parts of England, inserted in a bankruptcy notice the address of the house from which he was absent during the currency of the bankruptcy notice. His butler was at the address given in the notice, and was authorised to receive payments on behalf of his master, or could have sent for him at any time during the currency of the notice.

Held, that the address given was sufficient, and that the bankruptcy notice was good.

Decision of the King's Bench Division (*reported* ante, *p.* 220) *affirmed.*

Appeal from the judgments of Phillimore and Bucknill, JJ., delivered on the 23rd of January, affirming a receiving order made in the county court at St. Albans. The petitioning creditor was a master at Winchester, and had a house at Winchester, known as Kingsgate House, and also a house in Suffolk, where he usually spent the holidays. He issued a bankruptcy notice, demanding payment of a judgment debt from the debtor, and in it described himself as "of Kingsgate House, Winchester." The notice was served on the debtor upon the 16th of August, upon which date, as well as upon the seven subsequent days, the creditor was living at his Suffolk residence. The creditor's butler was in charge of the house at Winchester, was authorised to receive payment of debts for his master, and could have sent for him at any time during the currency of the notice. The debtor was aware that the creditor would not be at Winchester during the holidays, and made no attempt to go there and pay the debt, but waited till a petition was presented, at the hearing of which he contended that the bankruptcy notice was bad, as the address of the creditor given therein was not an address where the creditor could be found during the currency of the notice. The registrar at St. Albans overruled the objection, and made a receiving order, which was affirmed in the King's Bench Division. The debtor appealed by leave of the Court of Appeal. Counsel for the appellant contended that the address given was not

one where the debtor could pay the creditor as required by the terms of the bankruptcy notice. Further, that assuming he could have paid the butler at that address, he could not there have secured or compounded for the debt to the satisfaction of the creditor, who was not there at any time during the currency of the notice. He relied on the decisions of *Re Slogdon, Ex parte Leigh* (1895, 2 Q. B. 529), and *Re Beauchamp* (1904, 1 K. B. 572). Counsel for the respondent was not called upon.

COZENS-HARDY, M.R.—In this case the petitioning creditor undoubtedly resided at Kingsgate House, Winchester, the address given in the bankruptcy notice. It is true that he also had a country house in Suffolk, where he was living during August, but he had left his butler at Winchester, who had authority to receive money for him. It cannot be argued that the bankruptcy notice could be disregarded because the creditor was not in residence at Winchester, though he had left his butler there as an agent to receive money for him. A bankruptcy notice requires a debtor to pay the money due unless he can persuade the creditor to compound for a less amount than is due, and if there is someone at the address given who can give a receipt for the payment of the debt, that is enough. It could not be argued that a bankruptcy notice was bad in a case where the creditor refused to see the debtor, and sent word that he would not hear of compounding or taking security. He is entitled to payment, and cannot be forced to compound or take security; any such indulgence is a voluntary act on the part of the creditor, and not a right which can be demanded by the debtor.

FLETCHER MOULTON, L.J.—Form 6, the statutory form of a bankruptcy notice, requires the debtor to pay "to C.D. of , the sum of £ ," thus shewing that the address of the creditor is to be inserted. Here the proper incontestable address of the creditor was inserted, but it has been suggested that, on the authority of *Re Slogdon* and *Re Beauchamp*, the address must be a place where the creditor can be found during the currency of the notice. In both of those cases the address given was not the incontestable address of the creditor; in one it was a club, in the other an hotel, and the onus was on the creditor to show that the address was a proper one. In the present case, the proper address was inserted, and there was someone there with authority to receive money on behalf of the creditor.

BUCKLEY, L.J.—No doubt an address must be given in the bankruptcy notice where the creditor can be found during the currency of the notice. I consider that such an address is given if the bankruptcy notice contains the description of the creditor's regular place of residence, where there is a person who has authority to receive payment of the debt on the creditor's behalf. Appeal dismissed.—COUNSEL, *Kingsbury; Hansell.* SOLICITORS, *W. P. Hargrave; Prior, Church, & Adams.*

[Reported by P. M. FRANCIS, Barrister-at-Law.]

Solicitors' Cases.

SIMMONS *v.* LIBERAL OPINION (LIM.). *Re* DUNN. C.A. No. 2. 22nd Feb.

SOLICITOR—RETAINER TO CONDUCT DEFENCE TO AN ACTION—COMPANY—NON-REGISTRATION—IMPLIED WARRANTY OF EXISTENCE OF AUTHORITY—LIABILITY OF SOLICITOR TO PAY PLAINTIFF'S COSTS.

A solicitor warrants the authority which he claims as representing his client. If, therefore, he enters an appearance in an action on behalf of a corporation, he warrants the existence of the corporation, and is personally liable to pay the costs thrown away if the corporation should prove to be non-existent. In such a case it is not a good defence that though the corporation is non-existent the solicitor received instructions on behalf of individuals who were carrying on business under the style and in the name of the non-existent corporation.

This was an appeal from a decision of Darling, J. The matter arose out of an action of *Simmons* v. *Liberal Opinion* (*Limited*). The plaintiff obtained a verdict for £5,000 damages, and judgment for this amount was entered against *Liberal Opinion* (Limited). At the conclusion of the trial application was made on behalf of the plaintiff that the solicitors for the defendants, Messrs. Dunn, Baker, & Co., should be asked to show cause why they should not be made personally responsible for the plaintiff's costs on the ground that the defendants were not a limited company, as stated in the pleadings, and that therefore Messrs. Dunn, Baker, & Co. had improperly accepted instructions to appear for them in that capacity. Darling, J., came to the conclusion that Mr. Dunn had authority to act for certain defendants who carried on business under the style of *Liberal Opinion* (Limited), and it therefore could not be said that he had no clients. The application therefore failed, each party to pay their own costs. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., after stating the facts, said: In my opinion the proceedings in the action have been futile, and the costs incurred by the plaintiff have been absolutely thrown away by reason of the appearance entered by Mr. Dunn for a non-existing corporation. A solicitor must be held to warrant the authority which he claims as representing his client. *Yonge* v. *Toynbee* (1910, 1 K. B. 215) is a recent illustration of this well-established principle. I do not think this is seriously contested, but it is sought to escape by arguing that Mr. Dunn had some persons for whom he was authorized to act, though, strange to say, he even now declines to say who were his clients. If A, B, and C publish a newspaper under the style of the X Company (Limited), the rules contain provisions that they may be sued under that style, but they must appear in their own names. The whole proceedings in the present action are inconsistent with the theory now set up. In my opinion the judgment is not available against Mr. Dunn's unknown clients, and I fail to see that the plaintiff by signing judgment in the only way in which it could be signed—viz., against *Liberal Opinion* (Limited)—has in any way altered the position. I think we have jurisdiction to order Mr. Dunn to pay the plaintiff's costs of the action (less £150), and that we ought to exercise this jurisdiction. The appeal must be allowed, with costs here and below.

FLETCHER MOULTON and BUCKLEY, L.JJ., delivered judgment to the same effect.—COUNSEL, *McCardie; C. A. Russell*, K.C.; *Stuart Bevan*; and *Lord Tiverton*. SOLICITORS, *Lewis & Lewis; Dunn, Baker, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

Societies.

Sheffield District Incorporated Law Society.

At the thirty-sixth annual general meeting of the Sheffield District Incorporated Law Society, held in the Rooms, Hoole's Chambers, Bank-street, Sheffield, on Wednesday, the 22nd of February, 1911, at 3.30 o'clock p.m. Present: The president, Mr. GEORGE DENTON (in the chair), and Messrs. F. Allen (Doncaster), Henry Auty, J. C. Auty, W. C. Auty, Jonathan Barber, H. Bedford, C. F. Bennett, Joseph Binney, M. H. Craven, J. H. Davidson, H. G. T. Fernell, T. A. Gainsford, R. Hargreaves, G. A. I. Huntsman, W. A. Lambert, H. N. Lucas, A. E. C. Ludham, R. Meeke, Arthur Neal, C. Padley, D. H. Porrett, P. B. Richardson, J. P. Russell, H. B. Sandford, A. Slater, W. Tottle (Eckington), C. R. Wilson, E. Bramley (hon. sec.), and C. S. Coombe (assist. sec.).

The notice convening the meeting, and the report, as printed and circulated, having been taken as read, it was resolved:

1. That the report presented by the committee be received, confirmed, and adopted, and that the accounts of Mr. Arthur Wightman, the hon. treasurer for the past year, as audited by the society's professional auditor, be approved and passed, and that the thanks of the society be given to him for his services.

2. That the cordial thanks of the society be given to Mr. George Denton, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

3. That the cordial thanks of the society be given to Mr. Edward Bramley and Mr. C. Stanley Coombe for the able manner in which they have discharged the offices of honorary secretary and assistant secretary respectively during the past year.

4. That Mr. Jonathan Barber be elected the president.

5. That Mr. Thomas Henry Bingley be elected the vice-president, and Mr. Arthur Wightman be re-elected the hon. treasurer of the society for the ensuing year.

6. That Mr. Edward Bramley be re-elected the hon. secretary of the society, and that Mr. C. Stanley Coombe be re-appointed assistant secretary at the salary of £50, for the ensuing year.

7. That the following gentlemen be hereby appointed to act on the committee for the ensuing year: Messrs. W. C. Auty, H. Bedford, C. F. Bennett, R. Benson, J. Binney, F. Bowman, J. C. Clegg, C. S. Coombe, George Denton, W. E. Dyson, T. W. Hall, A. E. C. Ludham, A. Neal, C. Padley, R. F. Pawsey (Barnsley), J. H. Pawson (Doncaster), E. W. Pye-Smith, H. Reed, J. P. Russell, C. R. Wilson, and J. J. B. Young.

The following are extracts from the report of this society:

Members.—The number of members is now 184.

Legal Education.—The legal department of the University of Sheffield continues to make very satisfactory progress in the third session of the Law Faculty, which commenced in October last. There were thirty-six students in all, of whom eleven were attending a degree course, eight the advanced course, thirteen the junior course, and the remainder were taking the commercial law course. Professor Trotter and Mr. Caporn continue to act as professor of law and lecturer respectively, the latter having had the amount of his duties and his remuneration somewhat increased. Mr. Shuttleworth's class on accountancy is being attended by seven of the junior students. Mr. E. Bramley is delivering a course of lectures on company law. It was some time ago suggested that occasional courses of lectures might be delivered at the Sheffield University by the law professor of the Leeds University, and at Leeds by the Sheffield law professor. The committee are glad to say that arrangements have been made by the Yorkshire Board of Legal Studies in consultation with the two Universities whereby Professor Philips, of Leeds, will visit Sheffield weekly for a short period during the present session to deliver short courses of lectures to degree and advanced students. The subjects selected are "Trusts" and "Bankruptcy." . . . At the request of the Law Faculty, your committee sent out a circular impressing upon members the advisability of urging intending articled clerks, or clerks who have just been articled, to sit for the matriculation examination of the University (unless they have already passed either that or some other equivalent examination). Thus, at any time afterwards, if they wished, they could proceed to study for a law degree, without being faced with passing an examination in general knowledge some time

after they have left school. The committee trust that, with such influence as members can exercise, and the co-operation of the head master of King Edward VII.'s Grammar School at Sheffield, and those of other secondary schools in the county (who have all been communicated with on the subject), a gradually increasing number of students will offer themselves for the law degree courses. The number of articled clerks in Sheffield is just now much above the average, which is an advantage so far as the law department at the University is concerned.

The Associated Provincial Law Societies.—This association has been exceptionally active during the year, six special meetings having been held, in addition to the annual meeting. One of the principal items of discussion has been the constitution of the association. The question of its revision was raised by your hon. secretary at the annual general meeting of the association on the instructions of your committee, who subsequently prepared a number of suggestions for alterations in the rules. These and other suggestions were duly considered by a committee of the associated societies specially appointed, and a new set of rules adopting, with modifications, some of the alterations suggested by your committee, was drawn up. The new rules, which will come up for confirmation at the next general meeting of the association, provide, amongst other things, for the election, annually, of a chairman, vice-chairman, and two honorary secretaries; that meetings other than the annual general meeting shall be called on the requisition of two members stating the objects of the meeting (in case of emergency, however, the secretaries may call a meeting without such requisition); that the principle of proportionate voting shall be adopted at the meetings of the association (entitling a constituent society to one vote, and an additional vote in respect of each complete fifty after the first fifty members belonging to it—no society, however, to have more than six votes). It is hoped that these alterations will have the effect of adding weight to this association in the opinion of provincial solicitors. Much of the time of the association has been devoted to questions arising under the Finance (1909-10) Act, 1910, and many of the points dealt with in the Law Society's Memoranda of 10th August were included on the suggestion of the Association. At the request of your committee and that of the Plymouth Law Society, the association made a representation to the Inland Revenue authorities asking that, having regard to the number of compulsory adjudications rendered necessary by the Finance Act, instruments requiring adjudication might be lodged at local revenue offices, or forwarded through the post, free of charge instead of at a fee of 5s. as at present. The Inland Revenue authorities have not yet seen their way to concede all that is desired, and negotiations with them are still proceeding.

The Yorkshire Union of Law Societies.—The union has held two meetings at Leeds during the year 1910, both of which were attended by representatives from your society.

The Conveyancing Bill, 1910.—The attention of your committee was called to section 13 of the Law Society's Conveyancing Bill directed against contracts restricting a purchaser or lessee in his choice of a solicitor. In the opinion of the committee it was not sufficiently clear that the section left untouched the custom prevailing in this and other districts whereby a lessor's costs are payable by the lessee. It was, therefore, suggested to the Law Society that the section might be amended so as to remove any doubt on the point. It is understood that in the Bill which it is intended to introduce during the present session the clause has been re-drafted.

Land Transfer.—The report of the Royal Commission appointed in July, 1908, has just been issued. The following extract taken from page 48 of the report summarises the general attitude of the Commission, and will tend to relieve land-owners and solicitors in the provinces from the fear of any extension for some years to come of the principle of registration of titles :—

"The system as it stands is in our judgment imperfect: and we cannot recommend the compulsory extension of an imperfect system. We think that it should first be amended in the manner we have proposed and that if, after sufficient experience, the amended system is found to work satisfactorily within the present compulsory area of the county of London, a Bill for the gradual extension of compulsion on sales to the rest of the country by the establishment of local centres and branches in the manner suggested by the Registrar should then be considered by Parliament."

The Royal Commission on Divorce and Matrimonial Causes.—In pursuance of the invitation to the society to tender evidence before the commissioners, Mr. J. E. Wing attended in London early in the year 1910, and was examined upon a proof prepared under the direction of the special sub-committee appointed to consider the subject. The following were the most material points in his evidence :—Jurisdiction in divorce and matrimonial causes should be conferred on county courts; the jurisdiction should be limited to petitioners whose assets do not exceed £500, and whose annual income does not exceed £250; the procedure should be similar to the present High Court practice; the right of audience of solicitors should not be interfered with, but should be the same in divorce as in other cases; where a husband or wife commits adultery the innocent party ought to be entitled to a separation order with maintenance; reports of divorce cases by the daily press act as a deterrent in many cases, and ought to be allowed, subject to a discretion in the judge to prohibit publication in any particular case; the court should have power to grant a divorce from a husband or wife who is certified a lunatic without probability of recovery, or who has been convicted of crime and sentenced to penal servitude for a period of not less than five years, or who has disappeared and not been heard of for at least seven years.

City of London Solicitors' Company.

At the second ordinary annual general meeting of the City of London Solicitors' Company, held at the Pewterers' Hall, Lime-street, E.C., on Monday, the 20th ult., Sir Homewood Crawford (City Solicitor) presiding, Mr. T. H. D. Berridge and Mr. F. W. Biddle, members of the court retiring by rotation, were re-elected. Mr. Albert S. Hicks (Messrs. Hicks, Walters & Co.) was re-elected honorary auditor.

Important recommendations in reference to the profession were discussed and agreed to for the consideration of the Law Society.

At a meeting of the Court held subsequently, Mr. John C. Holmes was elected master for the ensuing year, Sir Wm. J. Crump was elected senior warden, and Mr. T. H. D. Berridge junior warden. Mr. H. D. P. Francis was re-elected clerk.

The Report of the Royal Commission on the Land Transfer Acts.

[We continue our extracts from this report from page 300.]

H.—Compensation.

82. Although the Acts of 1862 and 1875 appear to have contemplated that registration with indefeasible or absolute title should have the effect of ruling out or barring all claims to the land arising out of the title prior to first registration, neither of those Acts provided for any compensation to the parties ruled out. Provision for compensation in certain cases was, as we have seen, introduced by the Act of 1897; but no case has yet arisen of a claim for compensation by a party ruled out by registration; and we think that the compensation section of the Act of 1897 should be amended so as to deal expressly with this particular case, and to regulate the compensation on the following lines :—(*a*) Compensation should be given in respect of the land as it stood at the time of first registration, and should not extend to the value of any buildings erected or improvements effected after that time. (*b*) Inasmuch as the rights of persons in occupation or receipt of the rents and profits of the land would be preserved as against the registered proprietor provision would only be necessary for the cases of persons not in such occupation or receipt.

83. In addition to the limitation of rights or remedies imposed by existing statutes, we think that in all cases claim to compensation should be made within a period of six years from the date of grant of absolute title. To this rule we think only the following exceptions should be made :—(*a*) In case of infancy the period should begin at the date of the real owner attaining majority. (*b*) In the case of settled property the claim of a person whose estate was in remainder at the date of registration should be made within a period of six years after his estate falls into possession. (*c*) Claims by a person whose estate was in reversion on a term should be made within six years of the estate vesting in possession. (*d*) Claims by a mortgagee should be limited to six years next after the last payment of any part of the principal money or interest secured by the mortgage.

I.—Miscellaneous Amendments.

(1) *Procedure on Application for First Registration.*—84. Under the existing law an application can be made for first registration with either possessory or absolute title, whether in a voluntary or a compulsory area. We think that application for possessory or absolute title should continue to be at the option of the applicant, and that any variety in the form of application should be permitted, provided the application contains what is necessary to found the new entry on. In either case it should be accompanied by the deeds and documents relating to the property, as now required, and the applicant should declare that all such deeds and documents in his possession have been sent in. Besides this, the form now required to be signed by the applicant or his solicitor contains the following clause :—"I am not aware of any question or doubt affecting the title to the property or any part thereof, or of any matter or thing whereby the title is or may be impeached, affected, or called in question in any manner whatsoever." This has been much objected to by solicitors, as an inquisition as to knowledge outside the title which imposes an undue liability on themselves or their clients. We do not see why any statement should be insisted on which would expose the person making it to a liability when acting honestly. The registrar, on being satisfied that there is a *primâ facie* title, should register the property with possessory title, if such has been applied for. If, on further examination, the registrar is satisfied that an absolute title can be given where only a possessory title has been applied for, he should be empowered to register it without extra charge, whether the owner of the property consents or not; this, together with any other provisions for facilitating the "ripening" of possessory into absolute title, to apply to any titles less than absolute already registered. It is noteworthy that of 488 offers in London cases of absolute title free of charge, where less had been applied for, made by the registrar under the new rules, 269 only were accepted, and 219 refused for quite inadequate reasons. After registration with absolute title such deeds and documents as the registrar may require should remain in the registry.

(2) *Conveyance of Legal Estate in a Compulsory Area.*—85. At present, in a compulsory area, the legal ownership does not pass until registration is complete. The delay in completing transactions, due

to this, is complained of, as well as the risk involved in completing a purchase before acquiring the legal estate. We recommend that in a compulsory area (in lieu of the present provisions) a conveyance on sale or a lease requiring registration should take effect on execution, but should become void so far as regards the conveyance or grant of the legal estate or interest unless registration is applied for within one month from the actual execution of the deed by the grantor. Upon the registration of the deed the purchaser should be entered as the proprietor, and dealings with him in the interval should be treated as if made after registration.

(3) *Description and Boundaries.*—86. Land should be described on the register by verbal description, boundaries being stated as those which exist at the date to which the description refers; but maps should be used in all cases for assisting identity, and where possible boundaries shewn on the map should be stated to be the actual boundaries of the property. Thus, where the property is described in a conveyance to the applicant for first registration or a predecessor in title as bounded by a road or towing path, it would be described on a register as bounded by the road or towing path as at the date of the conveyance; and where the property is described by reference to the properties of adjoining owners a similar description should be entered on the register. The actual limit of the road or towing path, or of the properties of the adjoining owners, would be left to be determined, as it is in an ordinary case of a conveyance by deed of unregistered land, when such determination becomes necessary. Where the conveyance is of part of the property of the conveying party there should be no difficulty in locating the boundary between the property conveyed and that retained, and that boundary should be fixed and shewn on the plan. Where it appears that a conveyance, either expressly or by presumption (not rebutted by anything appearing on the earlier title), includes the soil "*usque ad medium filum*" of a road or stream, then the boundary should be stated accordingly. Where there is no conveyance from which a description can be taken, the property should be described in the same way as if a conveyance was then being prepared. When part of a property already registered is transferred, the boundary between the property transferred and that retained should be defined on a map. The above recommendations will necessitate the repeal of section 14 (2) of the Act of 1897.

(4) *Certificates.*—87. If our recommendations are adopted, the register should be as simple as possible, referring to matters affecting the title, rather than attempting to summarise them. This is still more advisable in the case of the certificate. We have seen many complicated documents of this kind. The certificate should be brought into the office, and a new one issued, on every fresh dealing, so that it should be confined to a mere statement of absolute ownership, subject to mortgage, settlement, or will, or lease, or rent-charge, or restrictions as to user, as the case might be, thus directing attention to the register and to documents from which the facts could be ascertained. A possessory certificate should be different in colour from an absolute certificate; and a warning as to its nature should be given on the face of it in so plain and simple a manner that anyone could understand it. A difference in form or colour should also distinguish a case in which the register is free from notices from one in which notices exist. A certificate of the latter kind should be issued to a mortgagor so that he may by means thereof deal with his equity of redemption, subject to the rights of the mortgagees. We agree with a suggestion made to us by the registrar that the provisions contained in section 8 of the Act of 1897 as to the production and loss of land certificates, office copies of registered leases, or certificates of charge are too stringent, and that the matter would be more conveniently dealt with by rules. We think that this is specially true of the advertisements required in such cases, and that the number of them might properly be limited. Certificates of charge will, of course, be unnecessary if our recommendations are adopted.

(5) *Rectification of Register on Disclaimer of Leaseholds by Trustee in Bankruptcy.*—88. The registrar adverted to the case brought under our notice in which leasehold property of a bankrupt burdened with onerous covenants has been disclaimed by his trustee under section 55 of the Bankruptcy Act, 1883. The disclaimer may be effected:—(*a*) Without the leave of the court where a bankrupt lessee has not sublet or mortgaged, and in other cases stated in rule 320 of the Bankruptcy Rules. (*b*) With the leave of the court in all other cases. In some of such last-mentioned cases the leave to disclaim is followed by an order of the Bankruptcy Court vesting the lease in a mortgagee, sub-lessee, or some other person claiming an interest in the property. It has not hitherto been the practice for such orders to direct rectification of the register, but rectification is made in a subsequent proceeding before the registrar under the Land Transfer Rule 151, when matter already placed before the court on the application for leave to disclaim is again gone into, and the bankrupt is served with notice of application. We think that the extra expense and trouble thus occasioned may be avoided, and that the court making the vesting order should direct the consequent rectification of the register, without any further notice to the bankrupt or any necessity for obtaining or attempting to obtain a transfer from him. Section 95 of the Land Transfer Act, 1875, should be amended so far as is necessary to carry this out. Where the disclaimer of a lease is not followed by a vesting order an application to close the leasehold title and make the appropriate entry or note upon the register may be made to the registrar under Land Transfer Rules 218-222. On such an application rule 221 requires that the lease shall be produced and the land certificate and charge certificates, if any, delivered up and cancelled, and it has hitherto been the practice to direct notice of the application to be given to the bankrupt. In some cases it is difficult and expensive for the applicant to obtain production of the lease and certificates, and the registrar has dispensed with their production under the discretionary power given by rule 341. The bankrupt can appear on the application and raise objections, which put the applicant to considerable expense. We recommend that provision should be made by Act or rule abrogating the necessity for serving the bankrupt with notice of application and defining conditions under which the registrar may dispense with production of the lease and certificates.

(6) *Rule Committee.*—89. We consider that it would be of advantage in framing rules if some further representation on the Rule Committee were given to the solicitors' profession; and that in the choice of a representative regard should be had to the great experience and knowledge of conveyancing possessed by the leading country solicitors.

(7) *Amendment of the Land Registry (Middlesex Deeds) Act, 1891.*—90. It appears that the 1st schedule to the Land Registry (Middlesex Deeds) Act, 1891, extends (rule 14) to matters which would be more properly dealt with in the legislation relating to registration of title, and we recommend that rule 14 should be repealed, and replaced by a statutory provision rendering registration in any local deeds registry of any purchase deed unnecessary where the purchaser's title is registered under the Land Transfer Acts; but we think that the matter of fees dealt with by rule 14 should be left to be dealt with by rules under the Land Transfer Acts. We also recommend that section 2 of the Act of 1891 should be amended by removing all doubt whether the rules under that Act are to be made with the assistance of the Rule Committee under the Land Transfer Acts or not.

J.—Fees.

91. We have given much consideration to the question of the fees which may properly be charged by the office, both on first registration and on subsequent occasions. We approve of the encouragement given to applications for absolute title by the reduction of fees in such cases established by the Fee Order of 1908; but we think it essential to any general acceptance of a system of registration of title that the additional expense entailed by first registration on the owner or purchaser of a property, who gains less by registration than future purchasers, should be made as light as possible, and we recommend that the fees then payable should be made chargeable at the option of the owner on the property registered, so as to be paid by instalments with interest at 4 per cent. per annum in twenty years. The effect of this change would probably be, in the first instance, to diminish for a few years the annual receipts from fees, by substituting deferred payments in the larger cases for payment by a capital sum. This would involve an amendment of sub-section 4 of section 22 of the Act of 1897, which requires the receipts to balance the expenditure in each year; and this amendment, in our opinion, ought to be made.

92. A more difficult question is raised by the attempt in the Fee Order of 1908 to carry out the principle laid down for the first time by Parliament in section 22 (4) of the Act of 1897, viz.: that the land registry system should pay its way without aid from the taxpayers. We accept that principle, subject to its fair application, and we approve of the scale of fees laid down for the lower values in the fee order, for we think that reasonable fees of that kind may properly be charged to landowners for the special advantage they may derive from registration. But we consider that the rules of 1908 by exacting higher fees on the first registration of the more valuable properties, and still more by raising the fees on transfers of, charges on, and transfers of charges on registered properties over £1,000 value, have given rise to a very legitimate grievance. A case was laid before us where, under this order, a fee of £99 was demanded for the transfer of a mortgage for £33,000 when the form carried into the registry was about 300 words (four folios) in length, and was so simple that a principal clerk could have dealt with it in a few minutes. We do not consider that such high fees should be charged to the owners of large properties in the compulsory area in order to make registration cheap for the owners of small properties throughout the country; and we recommend that a reasonable maximum limit to the fees to be charged under the *ad valorem* scale should be fixed. This change would probably cause a considerable reduction in the receipts of the Land Registry Office; and we observe that the receipts of that office in the year ending 31st March, 1910, only amounted to £53,888 14s. 1d as compared with an expenditure of £50,289 18s. 2d. charged against them. It is, however, proper to inquire whether the whole of that expenditure is fairly charged, or is necessary for the work of the office. We observe, in the first place, that a charge of £9,348 9s. is made for the building annuity. We cannot consider it fair to the present working of the system to expect it to repay in less than forty years not merely £55,746 for the cost of the building, but also £155,117 for a very expensive freehold site; and we recommend that the office should be relieved of this payment in future, and charged only with an annual rent based on the assessment of the building to local taxation, and with the cost of maintenance and repairs. Further, if our proposals for simplifying the business of the office be carried out, we think that it may be found to be unnecessary to fill up some of the vacancies which from time to time occur on the staff; and on this head we may call special attention to our recommendations on the subject of the description and boundaries of property, and to the fact that, of the expenditure of the office, an average amount of £12,825 per annum, since the commencement of work under the Act of 1897, has been due to the mapping department. We think that the cost of any revision of the Ordnance

map which may be necessary for the identification of a property when registered should be borne, not by the owner of the property, but by the Treasury. Any person wishing to have his boundaries more precisely defined than is necessary for registration might have it done on special application at his own expense.

93. We think that, by the means we have suggested, it would be possible to maintain the balance between the receipts and expenditure of the office over a period of years, and at the same time to reduce the excessive fees to which we have taken exception. We feel that the objections to such high fees which have always been urged by those who desired to promote the success of a system of registration of title have been greatly increased by the compulsory clauses of the Act of 1897. While the registration of title and of dealings with property was optional to landowners, high fees, no doubt, deterred them from registration; but no injustice was involved, for no landowner need have incurred the fees unless he considered registration would be an advantage. But the position was altered by the introduction of compulsion. The justification of the policy of compulsion is the belief that registration of title is a matter in which the public at large are interested, because by cheapening and facilitating the transfer of land it would benefit the country by increasing the number of landowners; and it is quite inconsistent with the acceptance of that policy to increase the opposition to its maintenance, and prevent its extension by penalising the larger landowners with excessive fees. We regard this as an additional reason, if any were needed, for the reduction of the charge for the office building to the extent recommended above. We recommend that all the receipts of the Land Registry Office under the several Acts which it administers should be carried to a single account; and all the expenses of the office under these Acts should be charged against it.

94. In connection with the expense of dealings with registered land, our attention has been called by several witnesses to the percentage scale of remuneration allowed to solicitors by rule 336 of the Land Transfer Rules in cases where no title outside the register is investigated. That scale is complained of as inadequate for the work that has to be done. It appears that a preliminary agreement is still required in most cases, and that sometimes delivery and perusal of abstracts are necessary; and that though there is a reduction in the length of the abstract, and the number of deeds to be examined, and the number of requisitions delivered, yet these advantages are to some extent counterbalanced by the trouble due to a solicitor's inexperience of the system of registration; and a feeling of injustice is aggravated by the fact that, while the solicitor's charges have been kept down, the registry fees have been largely increased in the cases to which we have already referred. It must be remembered that a percentage scale of remuneration may often result in over-payment in the larger cases, and under-payment in those of small value; and we note the admission of the registrar that the scale is unnecessarily low in the higher values. We think that the Rule-making Authority might properly consider whether it could not fairly be increased to some extent in certain cases over £1,000 in value. It is obvious that the actual details of a new scale must depend very largely on the extent to which our recommendations for altering the present method of dealing with registered land are adopted, and therefore we content ourselves with the foregoing general recommendations as to the remuneration of solicitors. But we think that, in fixing a scale, care should be taken to express clearly the description of the work which it is to cover, by analogy to the corresponding provisions in the general order under the Solicitors' Remuneration Act, 1881.

Companies.

Legal and General Life Assurance Society.

The report for 1910, submitted at the meeting on Tuesday, shewed that 3,793 policies for £3,315,035 were issued in the year, of which £687,662 was re-assured. The gross new premiums were £167,307, or, less re-assurances, £144,296 net. The total net premium income amounted to £792,294, being an increase for the year of £43,324. The total net claims on the life assurance fund amounted to £311,297, including £34,634 paid as bonus additions. The claims on the general fund, being mostly sinking fund policies matured, amounted to £32,612. The total funds increased during the year by £626,330, and amounted to £7,499,795, yielding an average rate of £4 4s. 11d. per cent. interest.

Legal News.

General.

It is stated that Judge Parry, who has been transferred from Manchester to London, to fill the vacancy caused by the death of Judge Emden, will take his seat for the first time at Lambeth County Court on Wednesday next.

It is announced that the Honourable Society of Gray's Inn will celebrate the King's Coronation by a *Bal Poudré*, to be given in the ancient hall of the society on Tuesday, June 20th, and that on some later date and in honour of the same event the Masters of the Bench will entertain about 2,000 poor children of the neighbourhood in the gardens of the Inn.

The funeral of the late Lord Wolverhampton took place on Wednesday afternoon, at the Tettenhall churchyard. The service was conducted by the Bishop of Lichfield, assisted by Canon Hensley Henson, of Westminster, and Canon Hartley, of Ripon Cathedral. Lord Herschell represented the King.

An inquest was held at Newquay on Tuesday, says the *Daily Mail*, on William Thomas Jacka, solicitor, who died at his residence. Medical evidence was given that Mr. Jacka for many years had suffered from an internal complaint, and, on his own initiative, had taken tabloids, the dangerous nature of which he did not realise. In this way he probably took thirty-five grains of corrosive sublimate, three or four grains of which would be sufficient to kill an adult. A verdict of Death from Misadventure was returned.

His Honour Judge Parry was once rebuking in a county court case, says the *Evening Standard*, a man for backing up his wife in what was not only an absurd story, but one in which the judge could see he had no belief. "You should really be more careful," his Honour said, "and I tell you candidly I don't believe a word of your wife's story." "You may do as yer like," he said mournfully, "but *I've got to*." The sigh of envy at the comparative freedom of the judge's position as compared with his own was full of pathos.

In his evidence given before the Royal Commission on Public Records, Sir Henry Maxwell-Lyte, Deputy-Keeper of Public Records, said ink was not allowed to be used in the search rooms. Once a spot of ink got on a table, and it made a long line on a roll as it was rolled up. Indelible pencils were now provided in the public search room. "The first week I was at the office," Sir Henry added, "I saw there were 108 sacks about the size of coal sacks in a corridor on the top-floor. I asked what they were, and was told they were unsorted miscellanea of Chancery. I had them sorted, and out of them came the agreement between John and the barons at Runymede. I am afraid there are not likely to be any more discoveries of that kind, because this sorting is nearly completed now."

In the House of Commons, on Wednesday last, Mr. Rendall asked in what way the Government proposed to deal with the situation resulting from the speech of Mr. Justice Grantham at Liverpool, on the 7th of February. Mr. Asquith said that his Majesty's Government have given full consideration to this matter, the gravity of which, as I said the other day, they entirely recognise. They observe with satisfaction, but without surprise, that the speech referred to has been universally and emphatically condemned by professional and public opinion. In the hope and belief that this unanimous verdict of censure will prevent a recurrence of a situation so inconsistent with the judicial character of the best traditions of the Bench, they do not propose on this occasion to take the extreme step of an address to the Crown for the removal of the judge.

We understand that Mr. Justice Bucknill, the President of the Law Society (Mr. H. J. Johnson), the Vice-President (Mr. W. J. Humfrys), the Chairman of the Legal Education Committee (Mr. R. A. Pinsent), Sir Homewood Crawford (City solicitor), and Messrs. Garrett, W. A. Sharpe and Welsford (members of Council), Sir John Macdonell, the Provost of University College, London (Dr. Gregory Foster), and Master T. Willes Chitty, are among the distinguished guests who have accepted the invitation of the principal and teaching staff of the Society to meet the Society's past and present students on Tuesday evening next. The first part of the programme will consist of musical contributions by amateurs; the second will be occupied by Dr. F. Byrd-Page's clever feats of prestidigitation. About 150 guests have expressed their intention of being present.

On the order for the second reading in the House of Lords of the Perjury Bill on the 23rd ult., the Lord Chancellor said the Bill was the first of a series of Bills which he proposed to introduce for the purpose of the consolidation and codification of the criminal law of this country. This was a thing in itself very desirable, both for their own sakes at home and also because there had been from time to time a demand from the Colonies and Dependencies of the Crown for some statutory statement of what the criminal law of England really was, so that they might adopt it as far as they could. The Bill was read a second time in the last Parliament, and was referred to a Joint Committee of both Houses, over which he had the honour to preside. The Committee met some eight or ten times, and they did their very best simply to reproduce the existing law, both statutory and common. That, he thought, they had succeeded in substance in doing. It was only right, however, to tell their lordships that the Bill introduced a very slight alteration in the law, which arose from the fact that there were scores, if not hundreds, of different Acts of Parliament which contained the law relating to perjury and the punishment of it, and to false statements not on oath and the punishment of them, and these they had to consolidate with the common law on the subject. It so happened that those who had drawn many of these Acts in the past never took the slightest trouble to see that the punishments for the same class of offence in one Act corresponded to the punishments for the same class of offence in the other Acts of Parliament, and if, therefore, they had absolutely reproduced the offences and the punishments for them as they appeared in the statutes they would have had an enormous schedule which would have shown not any very great diversity, but still diversity without any apparent reason and without any practical justification. They had loyally attempted to reproduce the existing law. It had been a very laborious business—twelve pages of the Bill were taken up with repeals of old statutes—and he was sure that all the members of

the Committee did their very best, and they came to a unanimous decision, without having differed upon any single point. He trusted that, in these circumstances, their lordships would not think it necessary in this Parliament to again send to another Committee, which would probably be composed of the same persons, a Bill which was so fully considered only last year, but would accept the finding of that Committee as if it were made this year. The Bill was read a second time.

In the House of Commons on the 22nd ult., Sir C. Henry asked the Prime Minister if consultative committees, as recommended in the report of the Royal Commission on Justices of the Peace, had been appointed; and, if so, would he state the counties where such committees are at present engaged in co-operating with lords lieutenant. Mr. Asquith said:—Committees have been appointed in some and will be appointed in the other counties, as necessity arises for the selection of new Justices. There are 95 counties or liberties in Great Britain (exclusive of Lancashire), and 216 cities and boroughs, with separate Commissions of the Peace, and it is not practicable to classify the counties and state at present what stage the work of committees already in existence has reached. I may add that the Chancellor of the Duchy of Lancaster has appointed an Advisory Committee who are at present engaged for the County Palatine in co-operating with the lord lieutenant. He is considering the appointment of other advisory committees in connection with the boroughs.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March 6	Mr Borrer	Mr Beal	Mr Farmer	Mr Greswell
Tuesday 7	Leach	Borrer	Bloxam	Beal
Wednesday 8	Farmer	Leach	Theed	Borrer
Thursday 9	Bloxam	Farmer	Church	Leach
Friday 10	Theed	Bloxam	Synge	Farmer
Saturday 11	Church	Theed	Goldschmidt	Bloxam

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday, March 6	Mr Church	Mr Leach	Mr Theed	Mr Goldschmidt
Tuesday 7	Synge	Farmer	Church	Greswell
Wednesday 8	Goldschmidt	Bloxam	Synge	Beal
Thursday..... 9	Greswell	Theed	Goldschmidt	Borrer
Friday 10	Beal	Church	Greswell	Leach
Saturday 11	Borrer	Synge	Beal	Farmer

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOGNOR ASSEMBLY ROOMS ASSOCIATION, LTD—Creditors are required, on or before Mar 25, to send in their names and addresses, and particulars of their debts or claims, to Harry Edmund Griffin, 66, High st, Bognor. Staffurth, Bognor, solor for liquidator

BOUNDARY WOOL AND HAIR WORKS, LTD—Petn for winding up, presented Feb 14, directed to be heard at the Court House, Upper Edmonton, on Mar 6, at 10. Beaslam & Sanders, Moorgate st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Mar 4

FOSTER & JONES, LTD—Petn for winding up, presented Feb 21, directed to be heard on Mar 7. Aylett, Brook House, Walbrook, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Mar 6

GLENHOLT TWEED CO, LTD—Creditors are required, on or before Mar 28, to send their names and addresses, and the particulars of their debts or claims, to Greenwood Lacy Hirst, 8, Bond st, Dewsbury, liquidator

JOHN DAVIES & CO (CHOWBENT), LTD—Creditors are required, on or before Mar 18, to send in their names and addresses, with particulars of their debts or claims, to Fergus Dearden, 20 and 22, Chancery ln, Bolton, liquidator

LONDON MACHINE SILK CO, LTD—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Achille De Smet, 13a, Dunraven rd, Shepherd's Bush. Harris & Co, Finsbury sq, solors to the liquidator

MIANJI COFFEE ESTATES, LTD—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Granville Smith, 6a, Tudor st, Blackfriars, liquidator

PICKEN BROTHERS, LTD—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Oscar Berry, Monument House, Monument sq. Evans & Co, Theobalds rd, Bedford row, solors to the liquidator

London Gazette.—TUESDAY, Feb. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-RUSSIAN GAZETTE, LTD—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Chas. Merrick, Salisbury House, London wall

RAMSL SYNDICATE, LTD—Creditors are required, on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to Algernon Osmond Miles, 28, King st, Cheapside. Mawby & Morris, Queen st, Cheapside, solors to the liquidator

REINSURANCE AND GUARANTEE CORPORATION, LTD—Petn for winding up, presented Jan 24, directed to be heard Mar 14. Rawle & Co, 1, Bedford row, for Pence & Ellis, Wigan, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Mar 13

LORRAINE DISTRICT, LTD (IN LIQUIDATION)—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat and John Broad, 11, Ironmonger ln. Crump & Sons, Leadenhall st, solors for the liquidators

RUSSIAN ESTATES AND MINES, LTD—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Chas. Merrick, Salisbury House, London wall

UNITED BRITISH AND RUSSIAN COMMERCE, LTD—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Chas. Merrick, liquidator, Salisbury House, London wall

The Property Mart.

Forthcoming Auction Sales.

Mar. 8.—Messrs. JONES, LANG & Co., at the Mart, at 2: Freehold Properties, Ground rents, &c. (see advertisement, back page, Feb 11).

Mar 16—Messrs. FAREBROTHER, ELLIS, EGERTON, BEACH & Co., at the Mart, at 2: Rental of £449 per annum (see advertisement, page v, Feb. 25).

Mar. 16.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, at 2: Freehold Residences (see advertisement, page v, this week).

Result of Sale.

REVERSIONS, GROUND-RENTS, STOCKS, DEBENTURES, AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 926) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realised being £28,617:—

ABSOLUTE REVERSIONS—		
To £500	Sold	£725
To £2,350	"	£890
To about £15,000	"	£8,050
To £10,944	"	£5,500
"	"	£5,5 0
"	"	£5 500
To Shares of £16,700	"	£140
To £4,364	"	£3,000
GROUND-RENTS, &c.—		
One-eighth of One-third of £1,800 per annum, subject to Annuities	"	£650
A further One-eighth of One-third share	"	£650
ONE £500 DEBENTURE in the City Liberal Club, and SHARES in various other undertakings	"	£302

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 24.

BENNOSON, JACOB, Upper North st, Poplar March 18 Lyons v Michaels, Joyce, J Philbrick & C, Basinghall st

KNIGHT, EDWIN, Driffield, York March 31 Norris v Walker, Joyce, J Estill, Melton

WATNEY, WALTER CHARLES REID, Oatlands Park, Surrey March 31 Watney v Gold Swinfen Eady and Neville, JJ Wilkinson, Cannon st

London Gazette.—TUESDAY, Feb. 28.

BUTTS, MARY, Eastbourne March 30 Carr v Hickling, Warrington, J Rawlinson & Son, New Broad st

MINTON, ROBERT JOSEPH, Rydon cres, Clerkenwell March 14 Webb v Evans and Others, Judge in Chambers, Room 604, Royal Courts Blott, Broadway, Stratford

OATES, WILLIAM, Nantwich, Chester, Hotel Proprietor March 30 Broomhall v Levitt, Swinfen Eady and Neville, JJ Speakman, Crewe

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 24.

BANKS, JOHN, Pendlebury, Lancs March 31 Woodcock, Manchester

BELL, ALEXANDER ADAMSON, Southsea March 25 Sherwin, Portsmouth

BLOORE, WILLIAM FURNIVAL, Audley, Stafford, Farmer March 24 Till, Newcastle under Lyme

BREARLEY, ELIZABETH, Rochdale March 31 Standring & Co, Rochdale

COYNE, THOMAS, Leeds, Leeds, Labourer March 18 Morgan, Leeds

DARBY, THOMAS, Coseley, Stafford March 13 Hooper & Fairbairn, Dudley

DARBY, MARY JANE, Coseley, Stafford March 13 Hooper & Fairbairn, Dudley

EADY, HENRY, Belsize rd, Kilburn, Builder March 31 Smith & Son, High rd, Kilburn

FLOWER, Rev Canon WALKER, Dover March 31 Nussey & Fellowes, Great Winchester st

FORRESTER, ALEXANDER CUNNINGHAM, Kemplay rd, Hampstead, Architect March 25 Gamlen & Co, Gray's inn sq

FOWELL, ARTHUR DUNCAN ANDREW, Hopton, Suffolk, Solicitor March 25 Fowell & Co, Norwich

GOLDS, HARRY BURNET, Sutton, Surrey, Colonial Broker March 22 Merrick, jun, King st, Cheapside

GRINDROD, BETTY, Rochdale March 31 Chadwick, Rochdale

HARRIS, HENRY, Hurlingham, Fulham April 20 Tredgold & Narlian, Lincoln's Inn fields

HARRISON, CHARLES WEIGHTMAN, Cardiff, Coal Exporter March 31 Yorath & Jones, Cardiff

HEATHORN, THOMAS BRIDGES, Wilton pl, Belgrave sq April 4 Field & Co, Lincoln's Inn fields

HEPBURN, WILLIAM ARNOLD, Well walk, Hampstead, Solicitor April 10 Hepburn, Chancery ln

HORSLEY, HANNAH MARY, Hartlepool March 21 Ball, West Hartlepool

HILL, HUBERT WILLIAM, Weobley, Hereford, Farmer April 1 Wallis, Hereford

HUGHES, ANNE FRANCES, Mount st April 6 Robins & Co Lincoln's Inn fields

JAMIESON, HARRY JAMES YOUNG, Fowey, Cornwall March 20 Rashleigh & Co Lincoln's Inn fields

JONES, JANE, Great Meols, Chester April 1 Hudson, Hoylake

KNOTT, ANN MARY, Congleton, Chester March 25 Heaton & Son, Burslem

LOWE, HANNAH, Salford March 31 Walker, Manchester

MACKINLAY, JOHN CAVERHILL, Walbrook, Metal Broker April 11 Birch & Rees Devonshire chmbrs, Bishopsgate

MARSDEN, the Rt Rev Monsignor Canon THOMAS JOHN, Birkenhead, Chester March 31 Gradwell & Co, Liverpool
McDOUGALL, HILDA Withington, Manchester March 25 Hall & Co, Manchester
McGUIRE, SUSAN JANE, Stokes Croft, Bristol March 31 Hunt & Co, Bristol
NICHOLSON, ELIJAH PEARSON, Lacre, Cumberland, Farmer March 14 Scott & Co, Penrith
PANTLIN, ANN MARY, Westbourne Park rd March 31 Smith & Son, High rd, Kilburn
PARSONS, FREDERICK WILLIAM HOBSON, Huntspill, Somerset April 8 Dickinson & Co, Weston super Mare
PEARSON, JOHN OUSMAN, Bradwell, Suffolk, Farmer March 16 Lynde, Great Yarmouth
PIPERNO, Rev JOSEPH, Ashworth rd, Maida Vale March 31 Lindo & Co, West st, Finsbury circus
PLATT-HIGGINS, FREDERICK, Horsell, Surrey April 15 Bullock & Co, Manchester
PROWSE, HARRY, Perry Barr, Stafford March 11 Robinson, Birmingham
PRICE, MARY ANN, Hereford April 1 Wallis, Hereford
PRYOR, MARY GERTRUDE, Tunbridge Wells March 22 Savory & Co, Strand
RICE, SARAH GRACE, Bournemouth April 8 Robins & Co, Southampton
ROOKE, ANNE MATILDA, Weybridge, Surrey April 22 Dawson & Co, New sq
SKIDMORE, HARRIET, Dukes Lane chmbrs, Kensington April 3 Bernard & Co, Stourbridge
SLATEUM, ELIZABETH, Rhyl, Flint March 22 Jones, Rhyl
SMITH, ARTHUR, Grafton st, Art Dealer March 31 Williams & James, Norfolk House, Thames Embankment
SMITH, JOHN LEWIS, Hereford April 1 Wallis, Hereford
SMITH, THOMAS, Quex rd, Kilburn, Newspaper Proprietor March 31 Smith & Son, High rd, Kilburn
STUART, ELIZA, Little Houghton, Northampton March 31 Foster & Wells, Aldershot
THANE, JAMES, Thaneville, nr Maryport, Cumberland March 24 Crerar & Mason, Maryport
TROUNCER, MARY ANNE, Astley, Salop April 7 G R & C Wace, Shrewsbury
TURNER, Rev CHARLES MICHAEL, Southampton April 24 Lingards & Hamp, Manchester
WATERS, MARGARET SARAH, Hunstanton, Norfolk March 31 Edell & Co, King st, Cheapside
WHITAKER, FREDERICK SPRING, Bedford gdns April 21 Aubertin, Abbey rd
WHITAKER, RILEY Warley, Halifax, Farmer March 27 Huntries, Halifax
WILLIAMS, CAROLINE CATHERINE, Falmouth March 21 Smith & Co, Truro
WILLIAMS, ESTHER, Conwil, Carmarthen March 25 Walters, Carmarthen
WILLIS, JANET ANN, Richmond, Surrey March 31 Crossman & Co, Theobalds rd

London Gazette.—TUESDAY, Feb. 28.

ABDY, Sir WILLIAM NEVILLE, Romford, Essex April 10 White & Co, Whitehall pl
BATTERSBY, ANNA MARIA, Emsworth, Hants March 18 Stileman & Neate, Southampton st, Bloomsbury
BRADBURY, AARON, Hyde, Chester, Plasterer March 25 Knowles & Son, Hyde
BREWER, THOMAS DANIEL, Southwick, Sussex, Advertising Agent March 31 Crosse & Sons, Lancaster pl, Strand
BUDGEN, EDWARD, Egham Hill, Surrey April 7 Barnard & Taylor, Lincoln's Inn fields
CARDER, CALEB, Brierley Hill, Staffs March 4 Waldron, Brierley Hill
CARNELL, ANN ELIZA, Mansfield, Nottingham March 31 Alcock, Mansfield
CHESTERFIELD, JOHN, Wellgate, Rotherham, York March 25 Alderson & Co, Sheffield
CLAY, CHARLES JOHN, Holly Bush Hall, Stafford April 29 Talbot & Co, Burton upon Trent
CRAIG, ANN, Wellington, Somerset March 27 Bowerman & Gosnell, Wellington
DENNETT, Rev RICHARD, MA, DCL, Hove, Sussex April 4 Boote & Dutton, Manchester
DICKINSON, SARAH ANN, Stamford, Lincs, Fishmonger April 1 Stapleton & Son, Stamford
DYER, WILLIAM, Brandon, Suffolk April 8 Morris, Chancery ln
EADY, HENRY, Belsize rd, Kilburn, Builder March 31 Smith & Son, High rd, Kilburn
EDERLEY, THOMAS, Rose cott, Denbigh, Farmer March 25 Hughes & Bate, Wrexham
ECCLES, BENJAMIN, Sheffield April 30 Irons, Sheffield
FARRER-BAYNES, PERCY, Manchester, Cloth Agent March 25 Wilson & Co, Clitheroe
FERREIRA, JOSE GERNARDO, Bruce Grove, Tottenham March 21 Irvine & Co, Crutched friars
FORWOOD, JOHN, Hythe, Kent March 11 Gasquet & Co, Mincing ln
GADSDEN, HAROLD JAMES, Clacton on Sea March 31 Page & Ward, Colchester
HARRILD, ROBERT OLLIVER, Tokenhouse bldgs March 25 Nisbet & Co, Lincoln's inn fields
HARRIS, DAVID, Maesteg, Glam March 31 Snape, Maesteg, Glam
HITCHIN, ALFRED, Dagenham, Essex April 8 Edwards, Fenchurch st
HOWES, SUSAN, Uphill nr Weston super Mare March 31 Ford, Weston super Mare
INGRAM, RICHARD FRANCIS, Bournemouth, Station Master March 25 Stow & Co, Lincoln's inn fields
KNOWLES, JONATHAN, Rawdon, York, Stuff Merchant March 31 Taylor & Co, Bradford
NEWTON, EMMA, Church cres, Muswell Hill April 11 Lovell & Co, Gray's inn sq
OLDHAM, ALEXANDER ASHTON, Hyde, Chester March 31 Knowles & Son, Hyde
PANTLIN, MARY ANN, Westbourne Park rd March 31 Smith & Son, High rd, Kilburn
PARTRIDGE, SYDNEY, Darlaston, Stafford March 31 Slater & Co, Darlaston
PEARSON, EDWARD GEORGE, Heston, Hounslow March 23 Russell & Co, Norfolk st
PIM, HENRIETTA RATCLIFFE BEDFORD, Southampton April 1 Waller & Thornback, Southampton
POWELL, SARAH, Tunbridge Wells March 23 Gower, Tunbridge Wells
PRICHARD, JOHN RICHARD, Portmadoc, Bank Manager March 17 Lloyd George & George (Criccieth
PUCKRIN, WILLIAM COATES, Ganton, York, Farmer March 28 Tasker & Co, Scarborough
RIDLEY, ESTHER ANN, Ipswich April 11 Ridley, Southampton
ROBSON, THOMAS, North Shields March 14 Johnson, North Shields
SCHMIDT, CATHERINE, Fulford, York March 31 W & H Foster, Leeds
SMITH, THOMAS, Quex rd, Kilburn, Newspaper Proprietor March 31 Smith & Son, High rd, Kilburn
SOUTHWELL, GEORGE BULL, Wateringbury, Kent March 25 Flooks & Grimley, St erborne
STANSFIELD, WILLIAM, Crossgates, Leeds, Farmer April 10 Nelson & Co, Leeds
STRONG, JOHN, Bickleigh, Devon, Innkeeper March 31 Fisher, Tiverton
TURNER, MARY MURRAY, Warrington cres, Maida Vale March 30 Kelsey, Copthall av
VALLENTIN, GRIMBLE, Lambeth rd April 1 Laytons, Budge row
WALKER, JOSEPH, Smyrna, Turkey, Engineer March 25 Crump & Son, Leadenhall st
WHITEHOUSE, SARAH, Camphill, Birmingham April 7 Pointon & Evershed, Birmingham
WOOLWAY, ELLEN, Hanham, Gloucester, General Draper April 12 O'Donoghue & Forbes, Bristol
WRIGHT, ELIZABETH, Heaton, Bradford April 1 Jeffery, Bradford
WRIGHT, FITZHERBERT, Bournemouth April 8 Thicknesse & Hull, Little College st, Westminster

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 24.

RECEIVING ORDERS.

ASHTON, WILLIAM FREDERICK, Worksop, Timber Merchant Sheffield Pet Feb 20 Ord Feb 20
BALES, WALTER BOSE, Forest Gate, Essex, Boot Dealer High Court Pet Feb 21 Ord Feb 21
BARNET, GEORGE P, Brighton, Agent High Court Pet Jan 26 Ord Feb 21
BAUER, CURT ADOLF, Leeds, Warehouseman Leeds Pet Feb 2 Ord Feb 20
BEARDSWORTH, JOHN, Bamber Bridge, nr Preston, Wholesale Confectioner Preston Pet Feb 14 Ord Feb 20
BELL, ANGUS, Langham st High Court Pet Nov 5 Ord Jan 1
BENT, JOHN HERBERT, Barnsley, Greengrocer Barnsley Pet Feb 20 Ord Feb 20
BRAY, ALBERT EDWARD, Middlesbrough, Builder Middlesbrough Pet Feb 6 Ord Feb 20
BRIDDEN, JAMES, Melbury rd, Kensington, Commission Agent High Court Pet Nov 10 Ord Feb 21
CHAPMAN, CHARLES, Jermyn st High Court Pet Nov 25 Ord Feb 21
CHARLES, HENRY WILLIAM BARTLETT, Eastney, Portsmouth, Fish Merchant Portsmouth Pet Feb 21 Ord Feb 21
COOKE, WILLIAM JAMES, Nottingham Nottingham Pet Feb 21 Ord Feb 21
CRAWFORD, ROBERT CUNNINGHAM, Marsden, nr Huddersfield General Contractor Huddersfield Pet Feb 21 Ord Feb 21
CUTLAN, FREDERICK WILLIAM JOHN, Muswell av, Muswell hill, Builder High Court Pet Feb 21 Ord Feb 21
DONALD, CHRISTOPHER GEORGE, Tweedmouth, Berwick upon Tweed, Innkeeper Newcastle upon Tyne Pet Feb 16 Ord Feb 18
EDWARDS, THOMAS, Briton Ferry, Glam, Steelworker Neath Pet Feb 20 Ord Feb 20
FEATHERSTONE, EDWARD, Headingley, Fruit Merchant Leeds Pet Feb 20 Ord Feb 20
GIBSON, SIKES HENRY, Liverpool, Auctioneer Liverpool Pet Feb 22 Ord Feb 22
GUINNESS, ARTHUR ST LAWRENCE LEE, Sloane st High Court Pet Feb 20 Ord Feb 21
HESELTINE, ARTHUR, Redcar, York, Hotel Proprietor Middlesbrough Pet Feb 18 Ord Feb 18
JOHNSON, E M, Stoke upon Trent, Merchant Stoke upon Trent Pet Jan 18 Ord Feb 22
JOHN, WILLIAM, Keelig Hill, Glam, Grocer Cardiff Pet Jan 25 Ord Feb 21
JONES, THOMAS, Caldach Vale, Glam, Grocer Pontypridd Pet Feb 14 Ord Feb 20
KITSELL, THOMAS ROGERS, Plymouth, Architect Plymouth Pet Feb 2 Ord Feb 20
LAZARUS, PINKUS, Devonshire st, Cambridge rd, General Dealer High Court Pet Feb 1 Ord Feb 23
LEY, CLAUDE VAWDREY, Roseberry rd, Muswell Hill, Mercantile Clerk Edmonton Pet Feb 22 Ord Feb 22
MAPP, JOHN ERNEST, Cleobury Mortimer, Salop, Baker Kidderminster Pet Feb 21 Ord Feb 21
MARTIN, JOHN, Seaford, Sussex, Grocer Lewes Pet Feb 22 Ord Feb 22
MAYO, MARK, Elmore, nr Gloucester, Labourer Gloucester Pet Feb 20 Ord Feb 20
MORRIS, ARTHUR, Aberdare, Tinman Aberdare Pet Feb 22 Ord Feb 22
MOSS, PETER JOHN, High st, Whitechapel High Court Pet Jan 18 Ord Feb 22
PEAT, MARIA, Croydon Croydon Pet Feb 21 Ord Feb 21
PHILLIPSON, GEORGE EDWARD, Faldingworth, Lincoln, Public House Keeper Lincoln Pet Feb 20 Ord Feb 20
PHILLIPSON, HARRY, Great Grimsby, Fish Merchant Great Grimsby Pet Feb 20 Ord Feb 20
RUTHERFORD, ADAM, East Howden on Tyne, Northumberland, Grocer Newcastle on Tyne Pet Feb 20 Ord Feb 20
SHARP, JOSEPH, Chapeltown, nr Sheffield, Butcher Barnsley Pet Feb 22 Ord Feb 22
SMITH, ALBERT, Fairfield, Bromsgrove, Nail Maker Worcester Pet Feb 21 Ord Feb 21
SMITH, GEORGE, Wanborough, Wilts, Dealer Swindon Pet Feb 20 Ord Feb 20
TAYLOR, GEORGE ALEXANDER, Kingston upon Hull, Manager Kingston upon Hull Pet Feb 21 Ord Feb 21
THOMAS, JOHN OWEN, Handsworth Estate Agents Birmingham Pet Feb 2 Ord Feb 21
WALMSLEY, CROMWELL, St Annes on the Sea, Draper Preston Pet Feb 8 Ord Feb 21
WHITE, WILLIAM, Broomhill, Northumberland, General Dealer Newcastle upon Tyne Pet Feb 20 Ord Feb 20

Amended notice substituted for that published in the London Gazette of Jan 3:

MCCAIG ANDREW, Ulverston, Draper Barrow in Furness Pet Dec 3 Ord Dec 19

Amended notice substituted for that published in the London Gazette of Feb 21:

THOMPSON, CHARLES JOHN, Wollaston, Worcester, Innkeeper Stourbridge Pet Feb 16 Ord Feb 16

FIRST MEETINGS.

ANDREWS, CHARLES, Hastings, Sussex, Grocer Mar 14 at 12 County Court, 24, Cambridge rd, Hastings
BALES, WALTER BOSE, Forest Gate, Essex, Boot Dealer Mar 6 at 1 Bankruptcy bldgs, Carey st
BARNET, GEORGE P, Brighton, Agent Mar 6 at 11 Bankruptcy bldgs, Carey st
BAUER, CURT ADOLF, Leeds, Warehouseman Mar 7 at 3 Off Rec, 24, Bond st, Leeds
BLACKA, JOHN RICHARD Todmorden, Architect Mar 4 at 11 Off Rec, 13, Winckley st, Preston
BRAY, ALBERT EDWARD, Middlesbrough, Builder Mar 7 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
BRIDDEN, JAMES, Melbury rd, Kensington, Commission Agent Mar 7 at 11 Bankruptcy bldgs, Carey st
CHAPMAN, CHARLES, Jermyn st Mar 6 at 2.30 Bankruptcy bldgs, Carey st
CUTLAN, FREDERICK WILLIAM JOHN, Muswell av, Muswell hill, Builder Mar 6 at 12 Bankruptcy bldgs, Carey st
DAVIES, ALBERT ENOCH Liverpool, Commercial Traveler Mar 6 at 2.30 Off Rec, 35, Victoria st, Liverpool
DONALD, CHRISTOPHER GEORGE, Tweedmouth, Berwick upon Tweed, Innkeeper Mar 7 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne
EASTON, JOHN HOWARD, Portsmouth, Licensed Victualler March 7 at 3 Off Rec, Cambridge june, High st, Portsmouth
EDWARDS, THOMAS, Briton Ferry, Glam, Steelworker Mar 4 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
FEATHERSTONE, EDWARD, Headingley, Leeds, Fruit Merchant Mar 8 at 11 Off Rec, 24, Bond st, Leeds
FLETCHER, WILLIAM WARREN, East Looe Cornwall, Tailor March 6 at 11.15 7, Buckland ter, Plymouth
GUINNESS, ARTHUR ST LAWRENCE LEE, Sloane st Mar 7 at 12 Bankruptcy bldgs, Carey st
HESELTINE, ARTHUR, Redcar, York, Hotel Proprietor Mar 7 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
JONES, THOMAS, Clydach Vale, Glam, Grocer Mar 7 at 11.15 St Catherine's chmbrs, St Catherine st, Pontypridd
LUCAS, GEORGE HAINES, Birmingham Mar 8 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
MAYO, MARK LOUIS, Elmore, nr Gloucester, Labourer Mar 4 at 12 Off Rec, Station rd, Gloucester
NEEDHAM, ARTHUR GEORGE, Parkgate, nr Rotherham, Miner Mar 8 at 12.30 Off Rec, Figtree ln, Sheffield
PHILLIPSON, GEORGE EDWARD, Faldingworth, Lincs, Public House Keeper Mar 7 at 12 Off Rec, 10, Bank st, Lincoln
PRATT, JAMES WILLIAM, Portsmouth Mar 6 at 3 Off Rec, Cambridge june, High st, Portsmouth
QUANTICK, HENRY, Exeter, Cab Proprietor Mar 4 at 11 Off Rec, 9, Bedford circus, Exeter
REEVES, WILLIAM ERNEST, Small Heath, Birmingham, Baker Mar 8 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
RUTHERFORD, ADAM, East Howden on Tyne, Northumberland, Grocer Mar 7 at 11.30 Off Rec, 30, Mosley st, Newcastle upon Tyne
SANDERSON, THOMAS HENRY, Sheffield, Clothier Mar 8 at 11.30 Off Rec, Figtree ln, Sheffield
SIDDALL, ERNEST, Sheffield, Grocer Mar 8 at 12 Off Rec, Figtree ln, Sheffield
SMITH, GEORGE, Wanborough, Wilts, Dealer Mar 6 at 4 Off Rec, 38, Regent circus, Swindon
STRANGE, JAMES, Stockton Heath, Chester, Baker Mar 4 at 11 Off Rec, Byrom st, Manchester
TAYLOR, GEORGE ALEXANDER, Kingston upon Hull, Manager Mar 7 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull
THOMPSON, CHARLES JOHN, Wollaston, Worcester, Innkeeper Mar 6 at 12 Off Rec, 1, Priory st, Dudley
TURNER, JOSEPH EDWIN, Weymouth, Firewood Merchant Mar 7 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury

WHITE, WILLIAM, Broomhill, Northumberland, General Dealer Mar 7 at 12.30 Off Rec, 30, Mosley st, Newcastly upon Tyne

ADJUDICATIONS.

ASHTON, WILLIAM FREDERICK, Worksop, Timber Merchant Sheffield Pet Feb 20 Ord Feb 20

BALES, WALTER BONE, Forest Gate, Essex, Boot Dealer High Court Pet Feb 21 Ord Feb 21

BAUER, CURT ADOLF, Leeds, Warehouseman Leeds Pet Feb 2 Ord Feb 20

BERCOVITCH, LEWIS, The Parade, Golders Green, Boot Maker Barnet Pet Feb 1 Ord Feb 21

BEST, JOHN HERBERT, Barnsley, Yorks, Greengrocer Barnsley Pet Feb 20 Ord Feb 20

BOWRAN, ALFRED, Portman mews South, Oxford st, Builder High Court Pet Jan 24 Pet Feb 20

CHARLES, HENRY WILLIAM BARTLETT, Eastney, Portsmouth, Fish Merchant Portsmouth Pet Feb 21 Ord Feb 21

CLIFFE, ALBERT, Southport, Mining Engineer Wigan Pet Feb 2 Ord Feb 24

COOKE, WILLIAM JAMES, Nottingham Nottingham Pet Feb 21 Ord Feb 21

CUTLAN, FREDERICK WILLIAM JOHN, Muswell av, Muswell Hill, Builder High Court Pet Feb 21 Ord Feb 21

DE GOLDBERGER, SIGISMOND SIMON, Tolgarth mans, Barons court, Commission Agent High Court Pet April 11 Ord Feb 21

DONALD, CHRISTOPHER GEORGE, Tweedmouth, Berwick upon Tweed, Innkeeper Newcastle upon Tyne Pet Feb 18 Ord Feb 18

EDWARDS, ALFRED SAMUEL, Bow, Stone Merchant High Court Pet Jan 23 Ord Feb 20

EDWARDS, THOMAS, Briton Ferry, Glam, Steelworker Neath Pet Feb 20 Ord Feb 20

FEATHERSTONE, EDWARD, Headingly, Leeds, Fruit Merchant Leeds Pet Feb 20 Ord Feb 20

FLEMINGER, BASIL WILFRED, Sigdon rd, Hackney Downs, Mineral Water Manufacturer High Court Pet Jan 23 Ord Feb 20

GUINNESS, ARTHUR ST LAWRENCE LEE, Sloane st High Court Pet Feb 20 Ord Feb 20

HESELTINE, ARTHUR, Redcar, York, Commercial Hotel Proprietor Middlesbrough Pet Feb 18 Ord Feb 18

JONES, STANLEY, Walthamstow, Essex Timber Merchant Court Pet Jan 31 Ord Feb 22

JONES, THOMAS, Clydach Vale, Glam, Grocer Pontypridd Pet Feb 14 Ord Feb 20

KAHAN, LOUIS, MOSES, Gore rd, Victoria Park High Court Pet Nov 17 Ord Feb 18

LUCAS, GEORGE HAINES, Birmingham Birmingham Pet Feb 16 Ord Feb 20

MAPP, JOHN ERNEST, Cleobury Mortimer, Salop, Baker Kidderminster Pet Feb 21 Ord Feb 21

MARTIN, JOHN, Seaford, Sussex, Grocer Lewes Pet Feb 22 Ord Feb 22

MAW, HERBERT, Brixton rd High Court Pet Oct 10 Ord Feb 22

MAYO, MARK LOUIS, Elmore, nr Gloucester, Labourer Gloucester Pet Feb 20 Ord Feb 20

MORRIS, ARTHUR, Aberdare, Glam, Tinman Aberdare Pet Feb 22 Ord Feb 22

PRAT, MARIA, Croydon, Surrey Croydon Pet Feb 21 Ord Feb 21

PHILLIPSON, GEORGE EDWARD, Faldingworth, Lincoln, Pubnc House Keeper Lincoln Pet Feb 20 Ord Feb 20

PHILLIPSON, HENRY, Great Grimsby, Fish Merchant Great Grimsby Pet Feb 20 Ord Feb 20

RUSSELL, ARTHUR STEPHEN, Peckham Park rd, Dealer in Jewelery High Court Pet Feb 4 Ord Feb 20

RUTHERFORD, ADAM, East Howdon on Tyne, Northumberland, Grocer Newcastle upon Tyne Pet Feb 20 Ord Feb 22

SHARP, JOSEPH, Chapeltown, nr Sheffield, Butcher Barnsley Pet Feb 22 Ord Feb 22

SMITH, ALBERT, Fairfield, Bromsgrove, Nailmaker Worcester Pet Feb 21 Ord Feb 21

SMITH, GEORGE, Wanborough, Wilts, Dealer Swindon Pet Feb 20 Ord Feb 20

STRANGE, JAMES, Warrington, Baker Warrington Pet Feb 10 Ord Feb 21

TAYLOR, GEORGE ALEXANDER, Kingston upon Hull, Manager Kingston upon Hull Pet Feb 21 Ord Feb 21

THOMAS, EVAN, Lozells, nr Birmingham Aberystwyth Pet Feb 2 Ord Feb 22

THOMAS, JOHN OWEN, Handsworth, Estate Agent Birmingham Pet Feb 2 Ord Feb 22

WALMSLEY, CROMWELL, St Annes on the Sea, Lancs, Draper Preston Pet Feb 8 Ord Feb 22

WARNER, ALBERT, Guildford, Tobacconist Guildford Pet Oct 17 Ord Feb 21

WHITE, WILLIAM, Broomhill, Northumberland, General Dealer Newcastle upon Tyne Pet Feb 20 Ord Feb 21

Amended notice substituted for that published in the London Gazette of Dec 6:

THOMAS, CHARLES HENRY, St Mary at Hill High Court Pet Oct 11 Ord Dec 1

Amended notice substituted for that published in the London Gazette of Feb 21:

THOMPSON, CHARLES JOHN, Wollaston, Worcester, Innkeeper Stourbridge Pet Feb 16 Ord Feb 16

ADJUDICATION ANNULLED.

PERT, JAMES HENRY, Worplesdon, Surrey, Physician Guildford Adjud May 21, 1910 Annul Jan 26, 1911

London Gazette.—TUESDAY, Feb. 28.

RECEIVING ORDERS.

ANDERSON, ALBERT, Earby, Yorks, Painter Bradford Pet Feb 23 Ord Feb 23

BARRATT, GEORGE, Bawlkholme, nr Howden, York, Farmer Kingston upon Hull Pet Feb 24 Ord Feb 24

BATLEY, ARTHUR HENRY, Piccadilly circus, Builder High Court Pet Dec 2 Ord Feb 24

BEWICK, ARTHUR, Redcar, York, Tailor Middlesbrough Pet Feb 15 Ord Feb 24

BOWEN, THOMAS, Pentre, Glam, Underground Haulier Pontypridd Pet Feb 23 Ord Feb 23

BRENNAND, CHARLES EVERETT, Whalley, Lancaster, Baker Blackburn Pet Feb 23 Ord Feb 25

BUTTON, WILLIAM JAMES, Trowbridge, Wilts, Builder Bath Pet Feb 24 Ord Feb 24

COCKAYNE, FREDERICK, Derby, Engineer Derby Pet Feb 22 Ord Feb 22

COLE, THOMAS WILLIAM, Great Yarmouth, Fishing Boat Owner Great Yarmouth Pet Feb 25 Ord Feb 25

CRISP, ALFRED GEORGE, Gorleston, Fishing Boat Owner Great Yarmouth Pet Feb 15 Ord Feb 25

DAVIES, REES Dinas, Glam, Collier Pontypridd Pet Feb 23 Ord Feb 23

DOWNES, LACEY, Ironmonger In, Secretary High Court Pet Dec 13 Ord Feb 24

DUGGLEBY, JOHN PARKER, Bempton, Yorks, Farmer Scarborough Pet Feb 24 Ord Feb 24

DUNNING, HARRY FRANK, Beaminster, Dorset, Farmer Dorchester Pet Feb 25 Ord Feb 25

ELMORE, GEORGE HENRY, Chellaston, Derby, Land Agent's Clerk Derby Pet Feb 22 Ord Feb 23

FARRER, RICHARD, Bournemouth, Garage Manager Poole Pet Feb 23 Ord Feb 23

FENWICKE, GEORGE GERALD CHARLES, Stockerston, Leicester High Court Pet Feb 1 Ord Feb 24

FENWICK, GEORGE, Uppingham, Rutland Leicester Pet Feb 19 Ord Feb 24

FOWLER, WILLIAM HENRY, Chilson, nr Charlbury, Oxford, Farmer Oxford Pet Feb 25 Ord Feb 25

GUSLING, ZADA KATE, Ipswich Ipswich Pet Feb 25 Ord Feb 25

HAGUE, GEORGE, Worrall, nr Sheffield, Farmer Sheffield Pet Feb 24 Ord Feb 24

HEYS, JAMES SAMUEL, Bootle, Lancs, Timber Merchant Liverpool Pet Feb 10 Ord Feb 24

HIGGINS, RUPERT, Upper Berkeley st High Court Pet Feb 1 Ord Feb 24

JOHNSON, FREDERICK THOMAS, Heacham, Norfolk, Builder King's Lynn Pet Feb 11 Ord Feb 23

KEELER, GEORGE DAVID JOHN, Lydden, nr Dover, Licensed Victualler Canterbury Pet Feb 25 Ord Feb 25

LEEMAN, AARON, Middlesbrough, Agent Middlesbrough Pet Feb 23 Ord Feb 23

LEWIS, ARTHUR VALENTINE, Kington, Cycle Agent Leominster Pet Feb 24 Ord Feb 24

MADDER, CHARLES BUTCHER, Bedford, Cab Proprietor Bedford Pet Feb 24 Ord Feb 24

MARRIAN, CHARLES JOHN, and HARRY ERNEST WELLS, Mincing In High Court Pet Feb 24 Ord Feb 24

METZNER, LEONARD CLYDE PALMER, Norwich, Dentist Norwich Pet Feb 11 Ord Feb 22

MURDOCH, JAMES, Portsmouth, Stationer Portsmouth Pet Jan 25 Ord Feb 22

NAHAS, JOSEPH, Manchester, Shipper Manchester Pet Feb 4 Ord Feb 24

NEWBERY, ERNEST PRESTON, New Malden, Surrey Decorator Kingston, Surrey Pet Jan 11 Ord Feb 23

NICKLIN, GEORGE JAMES, Birmingham, Commercial Traveller Birmingham Pet Feb 24 Ord Feb 24

PESCIO, JAMES, Great Yarmouth, Confectioner Great Yarmouth Pet Feb 24 Ord Feb 24

PITCHER, WILLIAM, Lowestoft, Carter Great Yarmouth Pet Feb 25 Ord Feb 25

POTTER, MITCHELL EDWIN, Eastover Bridgwater, Outfitter Bridgwater Pet Feb 23 Ord Feb 23

POTTICARY, SARAH ANN, Croydon, Fancy Goods Dealer Croydon Pet Feb 23 Ord Feb 23

POTTS, WILLIAM, Anslow, Stafford, Builder Burton on Trent Pet Feb 23 Ord Feb 23

RYAN, G OWEN, Blenheim cres, Notting Hill, Journalist High Court Pet Feb 8 Ord Feb 23

SCAMMELL, FRANK, Branksome, Dorset, Builder Poole Pet Feb 24 Ord Feb 24

SCOTT, FRED, Stockton on Forest, Yorks, Farmer York Pet Feb 22 Ord Feb 22

SOAME, Sir CHARLES B H Dawley, Salop, Baronet Shrewsbury Pet Dec 30 Ord Feb 22

STURGES, JOHN EDWARD, Northampton, Baker Northampton Pet Feb 21 Ord Feb 21

SUTHERLAND, DANIEL DURAND, Clapham rd High Court Pet Jan 30 Ord Feb 23

SWAIN, EDWARD, Sellindge, Kent, Butcher Canterbury Pet Feb 25 Ord Feb 25

THOMAS, OWEN EDWARD, Bangor, Chemist Bangor Pet Feb 23 Ord Feb 23

TRAFFORD, H E, Upper Woburn pl, Auctioneer High Court Pet Nov 29 Ord Feb 23

TRAVIS, ALBERT, Gorton, Manchester, Machine Merchant Manchester Pet Feb 25 Ord Feb 25

TYSOE, CHARLES, and JOHN TYSOE, Northampton, Boot Manufacturers Northampton Pet Feb 15 Ord Feb 25

VINCENT, MARK GEORGE, Upper Parkstone, Dorset, Confectioner Poole Pet Feb 24 Ord Feb 24

WALKER, THOMAS, Little Harwood, nr Blackburn, Farmer Blackburn Pet Feb 23 Ord Feb 23

WATKIN, DAVID WILLIAMS, Pontlottyn, Glam, Builder Merthyr Tydfil Pet Feb 24 Ord Feb 24

WILSON, EDWARD, Leeds, Auctioneer Leeds Pet Feb 23 Ord Feb 23

FIRST MEETINGS.

ANDERSON, ALBERT, Earby, Yorks, Painter Mar 9 at 11 Off Rec 12, Duke st, Bradford

ASHTON, WILLIAM FREDERICK, Worksop, Timber Merchant Mar 8 at 1 Off Rec, Figtree ln, Sheffield

BARRATT, GEORGE, Bawlkholme nr Howden, Farmer Mar 9 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull

BATLEY, ARTHUR HENRY, Piccadilly circus, Builder Mar 10 at 1 Bankruptcy bldgs, Carey st

BELL, ANGUS, Langham st Mar 10 at 11 Bankruptcy bldgs, Carey st

BERCOVITCH, LEWIS, Stoney ln, Shoreditch, Boot Maker Mar 10 at 12 14, Bedford row

BEST, JOHN HERBERT, Barnsley, Yorks, Greengrocer Mar 8 at 10.30 Off Rec, 7, Regent st, Barnsley

BISSEX, ALBERT HENRY, Griffithstown, Mon, Bootmaker Mar 8 at 11.15 Off Rec, 144, Commercial st, Newport, Mon

BOWEN, THOMAS, Pentre, Glam, Underground Haulier Mar 9 at 11.45 Off Rec, St Catherine chmbrs, St, Catherine st, Pontypridd

CHARLES, HENRY WILLIAM BARTLETT, Eastney, Portsmouth, Fish Merchant Mar 9 at 3 Off Rec, Clapham junc, High st, Portsmouth

CLIFFE, ALBERT, Southport, Lancs, Mining Engineer Mar 13 at 3 19, Exchange st, B Ron

COOKE, WILLIAM JAMES, Nottingham Mar 8 at 11 Off Rec, 3, Castle pl, Park st, Nottingham

CRAWFORD, ROBERT CUNNINGHAM, Uddingston, Lanark, General Contractor Mar 10 at 2.30 The George Hotel, Huddersfield

CRUDGINGTON, WALTER, Moseley, Worcester Stamper Mar 8 at 11 Ruskin chmbrs, 191, Corporation st, Birmingham

DAVIES, REES, Dinas, Glam Collier Mar 9 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

DUGGLEBY, JOHN PARKER, Bempton, York, Farmer Mar 10 at 4 Off Rec, 48, Westborough, Scarborough

FARRER, RICHARD, Bournemouth Mar 10 at 10 110, High st, Poole

FENWICK, GEORGE, Uppingham, Rutland Mar 10 at 3 Off Rec, 1, Berridge st, Leicester

FERWICKE, GEORGE GERALD CHARLES, Stockerston, Leicester Mar 10 at 12 Bankruptcy bldgs, Carey st
FORT, JOHN, THOMAS FORT, and WALTER FORT, Watchet, Somerset, Wheelwrights Mar 8 at 3.15 10, Hammet st, Taunton
GOSLING, ZADA KATE, Ipswich Mar 8 at 2 36, Princes st' Ipswich
GRIFFITHS, THOMAS SETH, Lydney, Glos, Builder Mar 8 at 11.45 Off Rec, 144, Commercial st, Newport, Mon
HIGGINS, RUPERT, Upper Berkeley st Mar 10 at 11.30 Bankruptcy bldgs, Carey st
HOLLINS, CHARLES, Leek, Stafford, Cycle Agent Mar 9 at 11.30 Off Rec, 23, King Edward st, Macclesfield
HOWELL, EDWARD DE LA TOUR, Bristol, Timber Merchant Mar 8 at 11.30 Off Rec, 26, Baldwin st, Bristol
JEWELL, THOMAS, Llangyfelach, Glam, Builder Mar 8 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea
JOHNS, WILLIAM, and THOMAS JOHN NORMAN, Swansea, Builders Mar 8 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
LAZARUS, PINKUS, Devonshire st, Cambridge rd, General Dealer Mar 8 at 11 Bankruptcy bldgs, Carey st
LERMAN, AARON, Middlesbrough, Agent Mar 9 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
MARRIAN, CHARLES JOHN, and HARRY ERNEST WELLS, Mincing ln Mar 8 at 12 Bankruptcy bldgs, Carey st
MARTIN, JOHN, Seaford, Sussex, Grocer Mar 8 at 11.30 Off Rec, 12A, Marlborough pl, Brighton
MORRIS, ARTHUR, Aberdare, Glam, Tinman Mar 9 at 12 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
MOSS, PETER JOHN, High st, Whitechapel Mar 8 at 11.30 Bankruptcy bldgs, Carey st
MURDOCH, JAMES, Portsmouth, Stationer Mar 9 at 4 Off Rec, Cambridge junc, High st, Portsmouth
NEWBURY, ERNEST PRESTON, New Malden, Surrey, Decorator Mar 9 at 11.30 132, York rd, Westminster Bridge rd
OTTON, ALBION, Cwmsiflog, Smith Mar 8 at 12.15 Off Rec, 144, Commercial st, Newport, Mon
PEAT, MARIA, Croydon Mar 8 at 11.30 132, York rd, Westminster Bridge rd
PHILLIPSON, HENRY, Great Grimsby, Fish Merchant Mar 8 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
PLATT, ALFRED WILLIAM, Birmingham, Wholesale Fruit Merchant Mar 8 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham
POTTICARY, SARAH ANN, Croydon, Fancy Goods Dealer Mar 8 at 12 132, York rd, Westminster Bridge rd
PRITCHARD, MARY ELIZABETH, Brynmawr, Brecon Mar 8 at 12.30 Off Rec, 144, Commercial st, Newport, Mon
REYNOLDS, MARY ELIZABETH, Sheringham, Norfolk Mar 8 at 12.30 Off Rec, 8, King st, Norwich
RYAN, G OWEN, Blenheim cres, Notting Hill, Journalist Mar 8 at 1 Bankruptcy bldgs, Carey st
SCAMMELL, FRANK, Branksome, Dorset, Builder Mar 10 at 10.30 100, High st, Poole
SCOTT, FRED, Stockton on Forest, York, Farmer Mar 9 at 3 Off Rec, The Red House, Duncombe pl, York
SHARP, JOSEPH, Chapeltown, nr Sheffield, Butcher Mar 8 at 11 Off Rec, 7, Regent st, Barnsley
SMITH, ALBERT, Fairfield, Bromsgrove, Nail Maker Mar 8 at 11.30 Off Rec, 11, Copenhagen st, Worcester
SOAME, CHARLES B H, Dawley, Salop Mar 11 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
STOREY, JOHN, Clacton on Sea, Brewer's Traveller Mar 8 at 2.15 Off Rec, 36, Princes st, Ipswich
STURGES, JOHN EDWARD, Northampton, Baker Mar 8 at 12 Off Rec, The Parade, Northampton
SUTHERLAND, DANIEL DURRAD, Clapham Mar 9 at 12 Bankruptcy bldgs, Carey st
TEDALDI, GUISEPPE, Abertillery, Mon, Refreshment House Keeper Mar 8 at 10.30 Off Rec, 144, Commercial st, Newport, Mon
THOMAS, JOHN OWEN, Handsworth, Estate Agent Mar 10 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
TRAFFORD, H E, Upper Woburn pl, Auctioneer Mar 8 at 12 Bankruptcy bldgs, Carey st
VINCENT, MARK GEORGE, Parkstone, Dorset, Confectioner Mar 10 at 11 100, High st, Poole
WHITE, THOMAS, Highbury hill Mar 8 at 11 Bankruptcy bldgs, Carey st
WILSON, EDWARD, Leeds, Auctioneer Mar 8 at 11 Off Rec 24, Bond st, Leeds

ADJUDICATIONS.

ANDERSON, ALBERT, Earby, Yorks, Painter Bradford Pet Feb 23 Ord Feb 23
BARRATT, GEORGE, Bawlkholme, nr Howden, Farmer Kingston upon Hull Pet Feb 23 Ord Feb 23
BEARDSWORTH, JOHN, Bamber Bridge, nr Preston, Wholesale Confectioner Preston Pet Feb 14 Ord Feb 24
BOWEN, THOMAS, Pentre, Glam, Underground Haulier Pontypridd Pet Feb 23 Ord Feb 23
BUTTON, WILLIAM JAMES, Trowbridge, Wilts, Builder Bath Pet Feb 24 Ord Feb 24
CAMPBELL, JOHN CATHEY, Portslade, Sussex, General Merchant Brighton Pet Jan 11 Ord Feb 23
CHAPMAN, CHARLES, Jermyn st High Court Pet Nov 25 Ord Feb 23
COCKAYNE, FREDERICK, Derby, Consulting Engineer Derby Pet Feb 22 Ord Feb 22
COLE, THOMAS WILLIAM, Great Yarmouth, Fishing Boat Owner Great Yarmouth Pet Feb 25 Ord Feb 25
DAVIES, REES, Dinas, Glam, Collier Pontypridd Pet Feb 23 Ord Feb 23
DE COSTOBADIE, FREDERICK PALLISER, Eastbourne Eastbourne Pet Jan 14 Ord Feb 23
DUGGLEBY, JOHN PARKER, Bempton, Yorks, Farmer Scarborough Pet Feb 24 Ord Feb 24
DUNNING HARRY FRANK, Beaminster, Dorset, Farmer Dorchester Pet Feb 25 Ord Feb 25
FARRER, RICHARD, Bournemouth, Garage Manager Poole Pet Feb 23 Ord Feb 23
FORT, JOHN, THOMAS FORT, and WALTER FORT, Watchet, Somerset, Wheelwrights Taunton Pet Jan 31 Ord Feb 25
FOWLER, WILLIAM HENRY, Chilson, nr Charlbury, Oxford, Farmer Oxford Pet Feb 25 Ord Feb 25
GALTON, REUBEN JOHN, Brompton rd, Licensed Victualler High Court Pet Jan 14 Ord Feb 24
GIBSON, SIKES HENRY, Liverpool, Auctioneer Liverpool Pet Feb 22 Ord Feb 25
GOLDMAN, JOSEPH, Cardiff, Fancy Goods Dealer Cardiff Pet Dec 31 Ord Feb 21
GRAVES, A, Huntley rd, South Norwood, Builder Croydon Pet Jan 19 Ord Feb 23
HAGUE, GEORGE, Worrall, nr Sheffield, Farmer Sheffield Pet Feb 24 Ord Feb 24
HEYS, JAMES SAMUEL, Bootle, Lancs, Timber Merchant Liverpool Pet Feb 10 Ord Feb 25
JOSLING, ZADA KATE, Ipswich Ipswich Pet Feb 25 Ord Feb 25
LEACH, FREDERICK JOHN, Alkham, nr Dover, Farmer Canterbury Pet Feb 4 Ord Feb 24
LERMAN, AARON, Middlesbrough, Agent Middlesbrough Pet Feb 23 Ord Feb 23
LEWIS, ARTHUR VALENTINE, Kington, Cycle Agent Leominster Pet Feb 24 Ord Feb 24
MARRIAN, CHARLES JOHN, and HARRY ERNEST WELLS, Mincing ln High Court Pet Feb 24 Ord Feb 24
METZNER, LEONARD CLYDE PALMER, Norwich, Dentist Norwich Pet Jan 11 Ord Feb 25
PESCIO, JAMES, Great Yarmouth, Confectioner Great Yarmouth Pet Feb 24 Ord Feb 24
PITCHER, WILLIAM, Lowestoft, Carter Great Yarmouth Pet Feb 25 Ord Feb 25
POTTER, MITCHELL EDWIN, Eastover, Bridgwater, Outfitter Bridgwater Pet Feb 23 Ord Feb 23
POTTICARY, SARAH ANN, George st, Croydon, Fancy Goods Dealer Croydon Pet Feb 23 Ord Feb 23
POTTS, WILLIAM, Burton on Trent, Builder Burton on Trent Pet Feb 23 Ord Feb 23
REYNOLDS, MARY ELIZABETH, Sheringham, Norfolk Norwich Pet Feb 3 Ord Feb 25
SANDERS, H, jun, Cannon st High Court Pet Jan 3 Ord Feb 23
SCAMMELL, FRANK, Branksome, Dorset, Builder Poole Pet Feb 24 Ord Feb 24
SCOTT, FRED, Stockton on Forest, Yorks, Farmer York Pet Feb 22 Ord Feb 22
STAITE, JOHN WILLIAM, Aberbargoed, Mon, Bootmaker Tredegar Pet Jan 30 Ord Feb 23
STURGES, JOHN EDWARD, Northampton, Baker Northampton Pet Feb 21 Ord Feb 21
SWAIN, EDWARD, Sellindge, Kent, Butcher Canterbury Pet Feb 25 Ord Feb 25
THOMAS, OWEN EDWARD, Bangor, Chemist Bangor Pet Feb 23 Ord Feb 23
TRAFFORD, HARPER EDWARD, Upper Woburn pl, Auctioneer High Court Pet Nov 29 Ord Feb 25
TRAVIS, ALBERT, Gorton, Manchester, Machine Merchant Manchester Pet Feb 25 Ord Feb 25
TYSOE, CHARLES, and JOHN TYSOE, Northampton, Boot Manufacturers Northampton Pet Feb 15 Ord Feb 25
VINCENT, MARK GEORGE, Upper Parkstone, Dorset, Confectioner Poole Pet Feb 24 Ord Feb 24
WALKER, THOMAS, Little Harwood, nr Blackburn, Farmer Pet Feb 22 Ord Feb 23
WATKIN, DAVID WILLIAMS, Pontlottyn, Glam, Builder Merthyr Tydfil Pet Feb 24 Ord Feb 24
WHITE, THOMAS, Highbury hill High Court Pet Dec 15 Ord Feb 23
WILSON, EDWARD, Leeds, Auctioneer Leeds Pet Feb 23 Ord Feb 23
WYBROW, EDWARD, Voltaire rd, Clapham, Confectioner High Court Pet Jan 14 Ord Feb 24

ADJUDICATION ANNULLED.

LAKE, GEORGE, Upwell, Cambridge, Farm Foreman King's Lynn Adjud Feb 17, 1908 Annul Feb 22, 1911